



**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
December 22, 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 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**
- 2. Pledge of Allegiance**
- 3. Prayer**
- 4. Open Forum**
- 5. County Judge's Office:**
 - A. AI -47878** 1. Discussion and approval of new Guidelines and Criteria for Granting Tax Abatements in Hidalgo County and approve order on same.
2. Discussion and approval of Tax Abatement Agreement between Hidalgo County and Hidalgo County Wind Farms LLC and approve order on same.
- 6. Executive Officer - Valde Guerra:**
 - A. AI -47867** Approval of 457 plan hardship withdrawal request for employee #102717
 - B. AI -47853** Planning Department:
Approval of Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
 - C. AI -47881** Discussion, consideration and action on expansion of duties to include Law Enforcement for Emergency Management and Safety Division Personnel
 - D. AI -46968** Emergency Management:
Discussion, consideration and action designating Emergency Management vehicles as emergency vehicles

- E. **AI -47880** Co. Wide Admin./J.P. Pct 1 Pl 1/J.P Pct 1 Pl 2/Facilities Management (1100):
 1. Discussion, consideration, and approval of the following personnel actions, effective 01/01/2015:

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Delete	115-002	0001	Court Coordinator	\$37,981.00	-	-0-
Delete	115-002	0002	Court Assistant	\$30,564.00	-	-0-
Delete	115-002	0003	Assistant Court Coordinator	\$30,564.00	-	-0-
Create	061-001	0007	-	-0-	Court Clerk	\$23,993.00
Create	062-001	0007	-	-0-	Court Clerk	\$23,993.00
Delete	220-001	0015	Administrative Assistant I	\$25,271.00	-	-0-
Delete	220-001	0060	Inventory Specialist II	\$26,014.00	-	-0-
Create	220-001	0114	-	-0-	Administrative Assistant II	\$29,100.00
Create	220-001	0115	-	-0-	Administrative Assistant II	\$29,100.00

2. Approval of Inter-departmental transfers.
 3. Approval of revised salary schedules.

7. **County Clerk's Office - Arturo Guajardo, Jr.:**

- A. **AI -47847** REQUESTING APPROVAL OF 2015 ELECTED OFFICIAL BONDS:
 Garcia, Ramon - Hidalgo County Judge
 Garza, Federico "Fred" - Judge, County Court at Law No. 4
 Garza, Homero - Judge, County Probate Court
 Hinojosa, Laura - District Clerk
 Garcia, Norma G. - County Treasurer
 Garcia, Norma G. - Hidalgo County Drainage District No. 1
 Zamarripa, Alfredo - County Treasurer's Office Chief Deputy
 Cantu, Eduardo "Eddie" - County Commissioner, Precinct No. 2
 Morales, Jesse - Justice of the Peace, Precinct No. 1, Place 2
 Muñoz, Jaime "Jerry" - Justice of the Peace, Precinct No. 2, Place 2

8. **Human Resources - Esther Cortez:**

A. AI -47879 Precinct No. 1 Parks (1100)/ Road Maintenance (1200):

1. Approval of the following personnel actions, effective 01/01/2015:

Action	Dept/ Pgrm	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	121-013	0010	Heavy Equipment Operator III	\$27,405.00	Heavy Equipment Operator III	\$30,324.00	\$2,919.00

2. Approval to waive Section 3.22 of the Civil Service Commission Rules and reclassify the following full-time position, as per sections 3.22-3.28 of the Civil Service Commission Rules, effective 01/01/2015.

Action	Dept/ Pgrm	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	121-013	0007	Clerk/ Receptionist	\$29,150.00	Accounts Payable Clerk	\$32,150.00	\$3,000.00
Reclassify	121-005	0046	Heavy Equipment Operator I	\$27,124.00	Heavy Equipment Operator III	\$30,324.00	\$3,200.00
Reclassify	121-005	0109	Heavy Equipment Operator III	\$30,342.00	Crew Leader II	\$33,542.00	\$3,200.00

3. Approval of transfer(s).

4. Approval of revised salary schedule(s).

B. AI -47871 Pct. 3 Sanitation (1100)/Pct 3 Rd. Maintenance. (1200):

1. Discussion, consideration, and approval of the following salary adjustments, effective 01/01/2015:

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	123-001	0006	Supervisor	\$30,900.00	Supervisor	\$32,000.00	\$1,100.00
Salary Adjustment (Increase)	123-005	0030	Mechanic II	\$29,660.00	Mechanic II	\$33,000.00	\$3,340.00
Salary Adjustment (Increase)	123-005	0074	Heavy Equipment Operator III	\$28,840.00	Heavy Equipment Operator III	\$33,000.00	\$4,160.00

2. Approval to waive Section 3.22 of the Civil Service Commission Rules and reclassify the following full-time position, as per sections 3.22-3.28 of the Civil Service Commission Rules, effective 01/01/2015.

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	123-005	0037	Maintenance II	\$29,217.00	Traffic Safety Specialist I	\$31,000.00	\$1,783.00

3. Approval of transfer(s).

4. Approval of revised salary schedule(s).

9. Precinct #2 - Comm. Palacios:

- A. **AI -47877** Pct 2 Administration (1200):
Approval of 2014 interdepartmental transfer from Pct Rd Maint to Pct 2 Administration in the amount of 65,000.00.
- B. **AI -47852** Approval of Agreement between the San Juan Cemetery Association and the County of Hidalgo, TX to overlay the roadways within the cemetery.

10. Budget & Management - Sergio Cruz:

- A. **AI -47864** CO2014 (1345)
 - 1. Approval of 2014 unappropriation of funds in the amount of \$750.00.
 - 2. Approval of estimated revenues and appropriation of funds for Certificates of Obligation, Series 2014 in the amount of \$22,272,996.05.

Refunding Bonds 2014C (1446)

 - 3. Approval of 2014 unappropriation of funds in the amount of \$2,550.00.
 - 4. Approval of estimated revenues and appropriation of funds for Refunding Bonds, Series 2014C in the amount of \$26,672,364.40 and \$26,367,451.35 (respectively).

Tax Notes 2014 (1304)

 - 5. Approval of 2014 unappropriation of funds in the amount of \$750.00.
 - 6. Approval of estimated revenues and appropriation of funds for Tax Notes, Series 2014 in the amount of \$6,102,262.85.
- B. **AI -47876** HIDTA US Treasury Asset Forfeiture (1252):
 - 1. Approval of 2015 HIDTA US Treasury Asset Forfeiture Fund Budget (1252).
 - 2. Approval of appropriation of the HIDTA US Treasury Asset Forfeiture funds.

11. Adjourn

AI -47878

County Judge's Office 5. A.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted For: Michael Leo, **Submitted By:** SANDRA DELEON, COUNTY
COUNTY JUDGE
JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion and approval of new Guidelines and Criteria for Granting Tax Abatements in Hidalgo County and approve order on same.
2. Discussion and approval of Tax Abatement Agreement between Hidalgo County and Hidalgo County Wind Farms LLC and approve order on same.

BACKGROUND

Fiscal Impact

Attachments

guidelines

order

1

2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 04:51 PM
Purchasing Department	Monica Badillo	12/19/2014 08:49 AM
Form Started By: SANDRA DELEON		Started On: 12/18/2014 04:23 PM
Final Approval Date: 12/19/2014		

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document. The County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant or with respect to any project. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for tax abatement or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for tax abatement. Tax abatement agreements are made with the owners or lessees of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but, in accordance with state law, in no case will the term of the tax abatement extend for more than ten (10) years. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A. "Abatement" means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B. “Agreement” means a contractual agreement for the purpose of Abatement during a Tax Abatement Period between (i) an Owner and/or a Lessee of eligible property and (ii) a taxing authority.

C. “Applicant” means the Owner and/or Lessee who submits an Application to the County in accordance with these Guidelines and Criteria.

D. “Application” means the written application and all related materials submitted to the County by the Applicant to request an Abatement hereunder.

E. “Base Year Value” means the taxable value of the Applicant’s real and Personal Property of a type eligible for Abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

F. “Capital Cost” means the amount expended by the Owner or Lessee, as the case may be, on or after the date of the applicable Agreement on eligible Improvements to Real Property or acquisition of eligible Personal Property needed to commence a Project or operations. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

G. “Commissioners Court” means the elected governing body of the County.

H. “County” means the County of Hidalgo, a political subdivision of the State of Texas.

I. “Economic Life” means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System, which may be extended in the discretion of the County, upon evidence presented by the Applicant as to the expected Productive Life of the property.

J. “Eligible Education Facility” means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed Abatement, and which will contribute to the economic development of the County.

K. “Eligible Facility” means a new, expanded or modernized building, structure or related buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting Abatement to contribute to the retention or expansion of Primary Employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a Facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

L. "Expansion" means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

M. "Extraordinary Impact" means a Project where the Capital Cost is at least equal to \$25,000,000.00 or which creates at least 500 Jobs.

N. "Facility" means property Improvements, including eligible Personal Property, completed or in the process of construction which together comprise an integral whole.

O. "Guidelines and Criteria" mean these guidelines and criteria for granting Abatement in the County.

P. "Improvement" means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns or leases the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

Q. "Initial Period" has the meaning set forth in Section III(G)(1)b below.

R. "Job" means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer's designation of such position, does not qualify as a "Job" for purposes of these Guidelines and Criteria.

S. "Lessee" means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease agreement with a Lessor. A lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

T. "Lessor" means the owner of an Eligible Facility or of the Real Property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.

U. "Modernization" means the replacement and upgrading of existing Facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the Facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

V. "New Facility" means a Facility on Real Property previously undeveloped, which is placed into service by means other than Expansion or Modernization.

W. “Newly Created Value” means the difference between the Taxable Property Value in the base year and the Taxable Property Value at the time the value is being newly calculated.

X. “Owner” means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, “Owner” means the owner of the Eligible Facility, who is the lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.

Y. “Personal Property” means property that is not Real Property, and consists of intangible and tangible personal property. Intangible Personal Property means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible Personal Property means Personal Property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

Z. “Primary Employment” means retention or creation of new Jobs for residents of the County as a result of new, expanded or modernized building Projects.

AA. “Prior Application” has the meaning set forth in Section IV(A)(12)(a)(i) below.

BB. “Productive Life” means the number of years a property Improvements is expected to be in service in a Facility.

CC. “Project” means the proposed planned undertaking consisting of New Facilities and/or Modernization of Existing Facilities for which Abatement is requested.

DD. “Real Property” means land, Improvements, a mine or quarry, minerals in place, standing timber; or an estate, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property enumerated above.

EE. “Reinvestment Zone” is (i) an area designated as such for the purpose of Abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

FF. “Tax Abatement Period” means the period not exceeding ten years commencing on the January 1st occurring after execution of the Agreement or such later January 1st in accordance with these Guidelines and Criteria as is specified in the Agreement.

GG. “Taxable Property Value” means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for New Facilities and for Expansion or Modernization of Existing Facilities. The Economic Life of a Facility and/or eligible property must exceed the duration of the Abatement.

B. Eligible Property. Abatement may be applied to both Real and Personal Property used at an Eligible Facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for Abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable Personal Property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or Abatement.

D. New Value. Abatement may only be granted for the Newly Created Value of eligible property Improvements made subsequent to and specified in an agreement between the County and the Owner and/or Lessee, subject to such limitations as the County may impose.

E. Leased Facilities. If a leased Facility is granted Abatement, the agreement will be executed by the Lessee and, if required by the County, by the Lessor. If the County requires both Lessee and Lessor to be parties to the agreement, the agreement will not be in effect unless both Lessee and Lessor execute the agreement.

F. Eligibility Criteria. In order to be considered for Abatement, eligible Facilities must be located in a reinvestment zone and result in a minimum added value of \$1,500,001 in real and business Personal Property or the creation of at least 26 full-time Jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible Facilities on all or a portion of the Newly Created Value of eligible property according to the following:

(1) An Owner and/or Lessee, as the case may be, of Real Property where an Eligible Facility is located prior to the inception of the Project subject to an agreement or on which an Eligible Facility will be constructed as part of the Project, must agree to expend a designated sum of money as the Capital Cost of the Project and/or provide a certain number of Jobs in order to qualify for an Abatement and must expend at least the sum agreed to as the Capital Cost of the Project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such Abatement.

(a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	Capital Cost of the Project	Number of Jobs Created
0%	Less than \$1,500,001	0 – 25
25%	\$1,500,001 up to and including \$5,000,000	26 – 50
50%	Over \$5,000,000 up to and including \$10,000,000	51 – 100
80%	Over \$10,000,000	101 or more

(b) Extraordinary Impact Projects. The Owner and/or Lessee may, in lieu of the schedule set forth in subsection (a) above, opt for the following provisions if the Capital Cost is at least equal to \$25,000,000.00 or the Project creates at least 500 Jobs:

<u>Percent of Increase in Property Value to be Abated</u>	<u>During Year of Tax Abatement Period</u>
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The “Initial Period” is the first one to four years of the Tax Abatement Period, determined as follows: the Initial Period commences on the January 1 following execution of the Agreement (or such later January 1 as may be agreed to in the Agreement, provided such January 1 is not more than 3 years after execution of the Agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of Improvements. Regardless of the length of the Initial Period, the Tax Abatement Period shall not exceed ten years. The Owner or Lessee (or both if both are parties to the Agreement) must make such election in the Agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediately recaptured and paid by Owner and/or Lessee.

- (2) Only the Newly Created Value will be eligible for Abatement. The applicable percentage set forth in subsection (G)(1) of this Section III (based on whether the Capital Cost of the Project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the Agreement) is applicable only to the Newly Created Value of Real Property at the Eligible Facility and of Personal Property owned by the Owner or the Lessee at the Eligible Facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.
- (3) The length of the Tax Abatement Period shall not exceed ten (10) years. The Tax Abatement Period shall start on a January 1 not later than the later of (i) the third January 1 occurring after the successful completion of the development, redevelopment or Improvements of the Project as specified in the Agreement or (ii) the fourth January 1 occurring after execution of the Agreement. The Abatement of the Real and Personal Property during the Tax Abatement Period shall only be received to the extent its Taxable Property Value for that year exceeds its Taxable Property Value for the year in which the Agreement is executed, such that only Newly Created Value will be abated.
- (4) As an additional incentive to create and sustain Jobs, any Abatement based upon Job creation will be subject to increases or decreases in subsequent tax years based on the level of Jobs added or lost. For example, a Project that initially creates thirty (30) Jobs is eligible for a 25% Abatement. In

the second year of the Tax Abatement Period, if twenty-one (21) additional Jobs are added, the Abatement will then increase to 50% (although such increased Abatement shall not apply retroactively), and so on as Jobs are created during the Tax Abatement Period. Conversely, if Jobs are reduced, the percent of Abatement will also be reduced.

- (5) With respect to any Abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital Improvements. For example, a Project that initially has a Capital Cost of \$2,500,000.00, is eligible for 25% Abatement. In the second year of the Tax Abatement Period, if additional qualifying capital Improvements are made in the total amount of \$3,000,000, the Abatement may then increase to 50% upon Commissioners' Court approval (although such increased Abatement shall not apply retroactively).
- (6) Improvements, Expansions or Modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another part of the County.
- (7) The Project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant Abatement and, if so, the percentage of value to be abated and duration of Abatement.

- (1) value of land and existing Improvements, if any;
- (2) type and value of proposed Improvements;
- (3) Productive Life of proposed Improvements;
- (4) number of existing Jobs to be retained by proposed Improvements;
- (5) number and type of new Jobs to be created by proposed Improvements;
- (6) whether the new Jobs to be created will be filled by persons residing within the County;
- (7) amount property tax base valuation will be increased during term of Abatement, which will include a definitive commitment that (i) such increase in valuation will not in any case be less than \$1,500,001, or (ii) no less than 26 Jobs will be created;

- (8) the costs to be incurred by the County to provide facilities or services directly resulting from the new Improvements;
- (9) the amount of ad valorem taxes to be paid to the County during the Tax Abatement Period considering (a) the existing values, (b) the percentage of new value abated, (c) the Tax Abatement Period, and (d) the value after expiration of the Tax Abatement Period;
- (10) the types and values of public improvements, if any, to be made by the Applicant seeking Abatement;
- (11) whether the proposed Improvements compete with existing businesses to the detriment of the local economy;
- (12) the impact on the business opportunities of existing businesses;
- (13) the attraction of new businesses to the area;
- (14) whether the Project is environmentally compatible with no adverse impact on quality of life, including whether the Project or portions thereof will meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification; and
- (15) whether the Real Property is in an improvement project financed by tax increment bonds.

Each Eligible Facility will be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other Abatements authorized hereunder, Abatement may be granted for an Eligible Education Facility as provided in this subsection I. The provisions of subsections III. G.(1), G.(2) (excluding the first sentence), G.(4), G.(5), and H.(7), of these Guidelines and Criteria will not apply to Abatements for Eligible Education Facilities. The term of the Abatement for an Eligible Education Facility will be established by the Commissioners Court at the time the Abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization, corporation or other entity meeting the Abatement guidelines may request Abatement by contacting the County Judge's Office Economic Development Division and filing a written Application with the County in conformance with the following procedural guidelines. Consideration will be

given to written requests from Applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

- (1) An Application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the County, with all of the information and documents specified therein and herein, prior to commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or new Facility by the Applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:
 - (a) If more than ninety days has passed since an Abatement Agreement with the municipality has been executed (if applicable);
 - (b) If a building permit has been issued for construction not associated with mitigating an environmental hazard;
 - (c) If the Project's site has been cleared and prepared for development;
 - (d) If construction (including renovations or tenant finish-out) has begun;
 - (e) If site specific infrastructure has begun to be installed; or
 - (f) If equipment, inventory, or employees have been relocated to the new site.

A complete Application, with all of the information and documentation specified therein and herein, must be submitted to the appropriate office or any other office or official designated by the County no later than October 1, in order to have an Agreement considered and executed in the same year that the Application is submitted to the County.

- (2) The Application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the Applicant. This may include an economic feasibility study including a detailed list of estimated Improvements costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash

flow for the first five years of the Project, which have been audited, reviewed or compiled by a certified public accountant.

- (3) Applicant will prepare a descriptive list of the eligible Improvements for which Abatement is requested. This will include the class life of the Improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System and, if applicable, any documentation supporting a longer Economic Life of such Improvements.
- (4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed Improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the Real Property must be provided.
- (5) Applicant will address all criteria outlined in Section III.H. of these Guidelines and Criteria in letter format. In the case of a Modernization or Eligible Facility, Applicant will also include a statement of the Facility's current property value, stated separately for Real and Personal Property.
- (6) Applicant will prepare a time schedule for undertaking and completing the planned Improvements.
- (7) Applicant will provide a tax certificate verifying that no taxes are past due on Applicant's (and, if Applicant is not the Owner of the Real Property or Facility, the Owner's) property located within the proposed reinvestment zone; provided, however, that with respect to Extraordinary Impact Projects where Applicant is not the Owner of the Real Property on which the Facility is or will be located, Commissioners Court may opt to limit the Real Property for which such certificates are required if deemed appropriate under the circumstances.
- (8) Applicant will provide a copy of the underlying lease if Applicant is a Lessee of the Facility.
- (9) Applicant will provide a copy of the contract between the Applicant and any employment agency acting as the employer of the employees of eligible Jobs pursuant to such contract.
- (10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.
- (11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

- (12) Applicant shall pay to the County a non-refundable application fee of \$1,000 at the time of submission of the Application unless
- (a) the Applicant meets all of the following criteria:
 - (i) during the twelve months immediately preceding the submission of the Application, the Applicant submitted an Application for an Abatement to the County (the “Prior Application”);
 - (ii) during such twelve month period, the Applicant paid the \$1,000 fee to the County with respect to the Prior Application;
 - (iii) neither the Applicant nor any other party has received or will receive any Abatement with respect to such Prior Application; and
 - (iv) the Commissioners Court deems such new Application to be substantially similar to the Prior Application; or
 - (b) the total Abatement that the Applicant is requesting is less than and capped at (i) \$1,000 per year and/or (ii) \$10,000 in the aggregate over the life of the Abatement.

Applicant understands and, by submitting an Application agrees, that such fee is to partially offset the County’s expenses in reviewing the Applicant’s Application and shall not be refunded in the event the Application is withdrawn by Applicant or denied by the County. Applicant will submit along with the Application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed Application, the County will distribute copies of the Application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine Applicant’s eligibility for Abatement according to Sections III A., B. and F and to review the factors set forth in Section III.H.

C. Timing Provisions.

- (1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:
 - (i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any Applications received after October 1 of the calendar year and may consider, approve and enter into an Agreement during the calendar year in which the

Application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the Application and the Agreement, and

- (ii) consider and approve an Abatement and enter into an Agreement prior to receipt of all required information, provided that if such Abatement is granted the Agreement requires the Owner and/or Lessee, as the case may be, to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

- (2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete Application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the Owner and/or Lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the Owner and/or Lessee after approval by the Commissioners Court of an Agreement but prior to execution of the Agreement shall not be a bar to the County subsequently executing the Agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the Owner and/or Lessee, as applicable; provided that (i) with respect to any such activity undertaken prior to Commissioners Court granting of an Abatement that the Abatement may not be granted at the discretion of the Commissioners Court and (ii) that the Applicant, Owner and/or Lessee, as the case may be, commence activity related to the Project at their own risk, and with respect to (y) above, in the event, prior to execution of the Agreement, any discrepancy or dispute over the terms of the Agreement arise that the Commissioners Court retains its discretion to not enter into such Agreement. For purposes of this subsection (2), a complete Application is an Application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County but not expressly specified in the Guidelines and Criteria.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an Abatement request, it will consider the feasibility and impact of the proposed Abatement by making an estimate of the economic effect of the Abatement of taxes and the benefit to the property to be covered by the Abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of Primary Employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code. Pursuant to Section 312.4011, designation of an area as an enterprise zone under Chapter 2303, Texas Government Code, constitutes designation of the area as a reinvestment zone without further action by the County.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an Agreement between the County and the Applicant governing the provision of the Abatement within the reinvestment zone only after the Applicant has forwarded all necessary information and documentation to the County. The County will notify the Applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an Agreement if it finds that the request for the Abatement was filed after the commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or New Facility by the Applicant except as provided in subsection V.C.(2) below. Any Improvements performed by a taxing entity in anticipation of a Project will not be subject to this subsection C(1).

(2) The decision to provide any Abatement will be considered on a case by case basis, in accordance with these Guidelines and Criteria, and at the discretion of the Commissioners Court who, with respect to Applicants concerning Projects of Extraordinary Impact may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the Abatement.

D. Not later than the seventh day before the date on which the County enters into an Agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located a written notice that the County intends to enter into the Agreement. The notice will include a copy of the proposed Agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the Agreement between the County and the Applicant.

F. After approval, the County will formally pass an Order and execute an Agreement with the Owner and/or Lessee of the Facility as required. Such Agreement prior to execution will be reviewed by legal counsel for the County and the Owner and/or Lessee, as applicable. Such Agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the Owner and/or the Lessee, as applicable, makes specific Improvements or repairs to the property.

Except as otherwise specified in these Guidelines and Criteria, the Abatement in each Agreement shall take effect on January 1 of the next tax year after the date the Improvements or repairs are substantially completed. Each Agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

- (1) General description of the Project;
- (2) The percent of value to be abated each year;
- (3) Estimated value of the Abatement including the Base Year Value;
- (4) Duration of the Abatement, including the commencement date and the termination date;
- (5) Legal description of the Real Property;
- (6) Kind, number, location and timetable of planned Improvements;
- (7) Specific terms and conditions to be met by Applicant;
- (8) The proposed use of the Facility and nature of construction;
- (9) A plat or map showing the precise location of the Real Property, including the location within the enterprise zone and Improvements and proposed Improvements on the Real Property;
- (10) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and
- (11) Size of investment and average number of new Jobs created.

VI. Denial of Abatement

A. All eligible Applications for Abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny Abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an Agreement if it is determined that:

- (1) there would be an adverse impact on the provision of government service or tax base;
- (2) the Applicant has insufficient financial capacity to complete the Project;
- (3) planned or potential use of the property would constitute a hazard to public safety, health or morals;
- (4) violation of other codes or laws exist;
- (5) the property is in an improvement project financed by tax increment bonds; or
- (6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide Abatement to any eligible Applicant, or that any Applicant has an entitlement to Abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the Agreement to the end of the Tax Abatement Period, taxes will be payable as follows:

- (a) The value of ineligible property will be fully taxable;
- (b) The Base Year Value of existing eligible property as determined each year will be fully taxable;
- (c) The additional value of eligible property will be taxable in the manner and for the period provided for in the Agreement; and
- (d) The additional value of eligible property will be fully taxable at the end of the Tax Abatement Period.

VIII. Recapture

A. The County will be entitled to terminate the Agreement and shall recapture all or part of the taxes abated, upon the occurrence of one or more of the following events:

- (1) If the Owner or Lessee fails to commence operation of the Facility and the provision of the applicable product or service within the time provided in the Agreement.

- (2) If, at any time after commencement of operation of the Facility, the Owner or Lessee voluntarily ceases to produce a product or service at the Facility or to otherwise operate the Facility for a continuous period of one (1) year or, with respect to Extraordinary Impact Projects in which the Agreement so provides, eighteen (18) months;
- (2) If the Owner or Lessee allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;
- (3) If the Owner or Lessee relocates the Job creating activity outside the reinvestment zone;
- (4) Upon the Owner's or Lessee's breach of the Agreement;
- (5) As the County and the Owner and/or Lessee may otherwise agree in the Agreement; or
- (6) In the case of an Abatement for an eligible educational Facility, the educational institution named in the Agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property Owner fails to secure a new tenant that qualifies the Facility for continued Abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the Agreement, the County will notify the party in writing at the address stated in the Agreement, and if such default is not cured within the applicable Cure Period (as defined below), then the Agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court as set forth in C below. The Cure Period is thirty (30) days from the date of the notice, or if so provided in the Agreement with respect to any Extraordinary Impact Project sixty (60) days and, if further provided in the Agreement, ninety (90) days with respect to a default caused by a force majeure event as such event is defined in the Agreement.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the Agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

<i>YEAR OF TAX ABATEMENT PERIOD IN WHICH RECAPTURE EVENT OCCURS</i>	<i>COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:</i>
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

$$\text{Total Taxes Abated} \times \text{Applicable Percentage from above schedule} = \text{Amount to be Recaptured}$$

D. A Lessee or Owner who is a party to an Agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the Agreement. In order to make an appeal, the party to the Agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the Agreement, a written notice to the County and to any other party to the Agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each Agreement will stipulate that employees and/or designated representatives of the County will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the Facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the Facility; provided, however that the County may conduct “spot” inspections requiring no advance notification (unless appropriate personnel are usually not onsite at the Facility to allow safe access to the Facility and due to safety concerns escorts are needed for County personnel, in which event the Agreement shall provide for notice and for the Owner and/or Lessee to provide escorts on a timely basis). All inspections will be made with one or more representatives of the Owner, Lessor or Lessee, and in accordance with such party’s safety standards.

B. Reports, Audits and Inspections: Owners and Lessees of Facilities for which Abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the Agreement. In addition, such Owners and Lessees will provide reports and records reasonably necessary to support each year of the Agreement. Such reports and records will include information supporting Job creation and retention requirements, information on property purchases, and status reports on the Project’s progress. Reports supporting Job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on a quarterly basis and a breakdown of all Jobs with total annual hours per Job. Upon completion of a Project, Owners and/or Lessees, as applicable, will provide taxing authorities with a final report (i) describing all property for which Abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying the number of Jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. Taxing authorities will periodically evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An Agreement for Abatement may be transferred or assigned by the original Applicant to a new Owner/Lessor or Lessee of the same Facility only upon the approval of the Commissioners Court, which will not grant such approval without (i) sufficient proof of the financial capacity of the transferee or assignee and (ii) all conditions and obligations in the Agreement being guaranteed by the execution of a new Agreement with the County. No assignment or transfer will be approved if any party to the existing Agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld. In addition, the Agreement for Abatement for an Extraordinary Impact Project may allow for collateral assignment in connection with the financing of the Project without obtaining such approval; provided the assignee

is not delinquent on any taxes to the County and the Owner, Lessor or Lessee, as applicable, provides written notice to the County within thirty (30) days.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an Agreement with an Owner and/or a Lessee, to enter into an Agreement with the same Owner and/or Lessee under different terms and conditions than those contained in the municipality's Agreement with the Owner and/or Lessee. When an Application for Abatement is originated with a taxing entity other than the County, the taxing entity desiring the County to provide Abatement to the same Applicant will cause the Applicant to file an Application requesting Abatement with the County and such Application will include the information requested by the County for Abatements originating with the County and shall also include a copy of the Agreement between the Applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such Abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an Application for Abatement will not be deemed as an obligation whatsoever of the County to grant any Abatement of taxes. Nothing in these Guidelines and Criteria or in any prior Abatement action by the County will obligate the County to provide Abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an Agreement for the County, it may also enter into an Agreement applicable to the same property on behalf of a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The Agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the Agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new Guidelines and Criteria. The County reserves the right to allow these Guidelines and Criteria to lapse and to not thereafter adopt new Guidelines and Criteria.

XII. Severability

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

EXHIBIT

FORM OF TAX ABATEMENT APPLICATION

**ORDER ADOPTING GUIDELINES AND CRITERIA FOR
GRANTING TAX ABATEMENTS
IN HIDALGO COUNTY, TEXAS**

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective June 26, 2012, to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code, which guidelines and criteria have now expired.

WHEREAS, the Commissioners Court of Hidalgo County having considered Hidalgo County's tax abatement program, determined at the December 16, 2014, Commissioners Court meeting to adopt new guidelines and criteria for granting tax abatements in order to better provide for the stimulation of economic development in Hidalgo County and now desires to formalize the order regarding such adoption.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the 22nd day of December, 2014, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF
THE HIDALGO COUNTY COMMISSIONERS COURT

RAMON GARCIA
County Judge

A.C. Cuellar, Jr.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

APPROVED AS TO FORM:
ATLAS, HALL AND RODRIGUZ L.L.P.

ARTURO GUAJARDO, JR.
County Clerk

By: _____
STEPHEN L. CRAIN

EXHIBIT A

**GUIDELINES AND CRITERIA FOR
GRANTING TAX ABATEMENTS
IN HIDALGO COUNTY, TEXAS**

Effective December 22, 2014

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS

AND

HIDALGO WIND FARM LLC

This Tax Abatement Agreement (“**Agreement**”) is entered into effective as of December 22, 2014, by and between Hidalgo County, a political subdivision of the State of Texas (“**County**”) duly acting herein by and through its duly authorized representatives, pursuant to an order dated December 22, 2014, by the Hidalgo County Commissioners Court (“**Commissioners Court**”), and Hidalgo Wind Farm LLC, a Delaware limited liability company (“**Company**”).

WITNESSETH:

WHEREAS, on the 16th day of December, 2014, County adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached hereto as **Exhibit “A”** and incorporated herein for all purposes (the “**Guidelines and Criteria**”); and

WHEREAS, the Land (as defined below) is within an area designated as an Enterprise Zone under the Texas Enterprise Zone Act, Subchapter C, V.A.T.C., Texas Government Code §2303 et seq., as amended, which area is therefore designated as a reinvestment zone (“**Zone**”), by the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code §312 et seq., as amended (“**Act**”); and

WHEREAS, the Guidelines and Criteria govern tax abatement agreements to be entered into by County under the Act; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of County, it is in the best interest of County to enter into this Agreement in accordance with said Act; and

WHEREAS, Company intends to develop a wind power project, in Hidalgo and Starr Counties, Texas (the “**Hidalgo/Starr Wind Farm**”, and the portion of the Hidalgo/Starr Wind Farm located in Hidalgo County, the “**Project**”), on the property designated on the map included in **Exhibit “C”**, approximately 100 megawatts of which will be located in Hidalgo County; and

WHEREAS, Commissioners Court finds that the contemplated use of the Land, the contemplated improvements Company will construct on the Land, which will require expenditures by Company in the minimum amount as set forth in this Agreement and projected expenditures by Company in the County in excess of one hundred million dollars, and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with the Act; and

WHEREAS, Company has submitted evidence to the County that the economic life of the Facility and eligible property exceeds the duration of the proposed tax abatement, and based on such evidence and the representations contained herein Commissioners Court has determined, in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds the duration of the tax abatement granted herein; and

WHEREAS, Commissioners Court has determined that it would be in the best interest of County to enter into an agreement with Company, pursuant to the Act, to abate a portion of the value of the improvements Company constructs on the Land, as well as a portion of the value of all personal property located on the Land and used in connection with operations on the Land that is eligible for abatement under the Guidelines and Criteria, excluding the Land itself (such improvements and personal property eligible for abatement hereunder are hereafter referred to as the “**Facility**,” as described more specifically in **Exhibit “D”**).

NOW, THEREFORE, County for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the attraction of major investment in the Zone and the expansion of primary employment that contributes to the economic development of County and the enhancement of the tax base in County, and Company for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the tax abatement set forth herein, as authorized by the Act), do hereby contract, covenant and agree as follows:

ARTICLE I

GENERAL PROVISIONS

- 1.01 Terms defined in the Guidelines and Criteria and used herein shall have the meaning given such terms in the Guidelines and Criteria unless otherwise defined herein.
- 1.02 Company represents and warrants that (i) Company is the Owner (as such term is defined in the Guidelines and Criteria) of the Facility and (ii) except as noted in the next sentence Company has, or will have prior to commencement of the Abatement Period, long-term lease interests and easement rights in the land on which the Facility will be located (“**Land**”), which is legally described in **Exhibit “B”**, which is attached hereto and is made a part hereof for all purposes. Company represents and warrants that with respect to two parcels of the Land (which are indicated on Exhibit B), Company will be the fee owner of a portion of such parcel of the Land to be determined in the future and shall own a leasehold interest on all of such parcel of the Land not so owned by Company. Company is not, however, requesting a tax abatement hereunder on the Land.
- 1.03 Notwithstanding anything to the contrary contained herein, the abatement granted in this Agreement only applies to the abatement of newly created value (as defined in the Guidelines and Criteria) resulting from improvements after the date hereof that Company makes to the Land and eligible personal property Company purchases and installs or builds upon the Land in constructing the Facility in accordance with the terms hereof, and excludes the value of the Land. The Project, the Facility and the Land are located within the Zone and are within County’s taxing jurisdiction. Company understands and agrees that the portions of the Hidalgo/Starr Wind Farm located outside of Hidalgo County are not considered part of the Project, the Facility or the Land for purposes of this Agreement.
- 1.04 Company understands that, in accordance with the Guidelines and Criteria, tax abatements are granted by County based on the Capital Cost of the improvements made

or on Jobs created, and as this Project is not expected to qualify based on Jobs created, that the tax abatement hereunder shall be granted based on the Capital Cost of improvements made on or after the date of execution of this Agreement by the Project as a whole as may be reasonably determined by the Hidalgo County Appraisal District and County.

- 1.05 Company represents and warrants that the Land is not included in an improvement project financed either in whole or in part with tax increment bonds or notes.
- 1.06 This Agreement is entered into subject to the rights of holders of outstanding County bonds.
- 1.07 Company represents and warrants that no interest in the Land or the Facility is presently owned or leased by a member of Commissioners Court, and Company agrees that it shall not sell or lease an interest in the Land or the Facility to any County officer or employee, or any member of the governing body of any taxing unit joining in or adopting this Agreement, until the earlier of the expiration of the Abatement Period (as defined in Section 3.02) or the termination of this Agreement.
- 1.08 Company represents and warrants as follows:
 - (a) with respect to the Hidalgo/Starr Wind Farm, Company has not executed or received, as of the date of this Agreement, a tax abatement or other economic development incentive or agreement with or from any government body other than County; except for (i) the tax abatement agreement executed as of March 24, 2014, with Starr County, Texas, between Company and Starr County for the portion of the Hidalgo/Starr Wind Farm located in Starr County and (ii) Company has applied for economic development incentives from Edinburg Consolidated Independent School District and Rio Grande City Consolidated Independent School District.
 - (b) Company filed the application for tax abatement with County prior to commencement of construction as defined in Section IV.A.(1)(a)-(f) of the Guidelines and Criteria and that such commencement has not yet occurred;
 - (c) Company is duly qualified to conduct business in Texas, including, without limitation, building the improvements and operating the Facility;
 - (d) this Agreement constitutes the valid and enforceable obligation of Company in accordance with its terms; and
 - (e) Company has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by Company have been duly authorized by all necessary laws, resolutions and corporate or other entity action.
- 1.09 Company has provided tax certificates verifying that no taxes are past due with respect to all real property owned by Company within the Zone and agrees not to allow any taxes on real property it owns within the Zone to become past due, subject only to timely appeals during the

pendency of such appeal, during the term hereof. The County is not requiring Company to produce tax certificates with respect to real property owned by other parties.

ARTICLE II

IMPROVEMENTS; JOBS

2.01 (a) Company agrees to construct or cause to be constructed an Eligible Facility (as defined in the Guidelines and Criteria) on the Land, and to acquire, construct, or cause to be constructed real property improvements, machinery, and equipment necessary to operate the Facility.

(b) The cost of the real and personal property improvements Company proposes to make on the Land and that are eligible for abatement in accordance with the Guidelines and Criteria (which real and personal property is described in the definition of the Facility in Exhibit D hereto), including architectural and related fees, shall be approximately One Hundred Fifty Million Dollars (\$150,000,000), at least One Hundred Million Dollars (\$100,000,000) of which is expected to be listed on Hidalgo County Appraisal District's tax rolls. For the avoidance of doubt, Company agrees that, at a minimum, Capital Costs (as that term is defined in the Guidelines and Criteria) of the Facility will exceed Twenty Five Million Dollars (\$25,000,000) and therefore qualifies as an Extraordinary Impact project (as such term is defined in the Guidelines and Criteria). The approximate location of the Facility is reflected on a preliminary site plan attached hereto as Exhibit "C" and made a part hereof for all purposes. Company reserves the right to revise the attached preliminary site plan as Company deems necessary and appropriate.

(c) Company represents and warrants that the Facility is expected to create three (3) new Jobs (as defined in Section II.R. of the Guidelines and Criteria). Company currently offers, and agrees to maintain during the Abatement Period, a competitive compensation and benefits package with respect to all jobs at the Facility, in accordance with wind energy industry practices.

2.02 Company shall submit, which may be through use of an agent, reports to County in accordance with Section IX.B. of the Guidelines and Criteria.

2.03 Company covenants and agrees that the Facility shall be a renewable energy facility. Attached hereto as **Exhibit "D"** is a schedule of improvements, equipment, machinery, and eligible personal property that Company will construct or purchase and install to develop the Facility, subject to improvements to facilitate power storage, and such non-substantive changes as Company may determine in its sole discretion are necessary during the course of construction of the Facility on the Land. Company agrees to continuously operate the Facility on the Land during the Abatement Period; provided, however, that failure to operate continuously due to a contingency, cause, action, or event described in Sections 5.02 (1), (4), (5), or 5.06 shall not constitute a breach of this Agreement except as may be provided in those provisions.

2.04 Company covenants and agrees to begin constructing the Facility in the Zone on or before October 15, 2016.

2.05 Company represents that the economic life of the Facility and eligible property will exceed ten years. Based on such representation and evidence submitted by Company to the County, the County determines in accordance with the Guidelines and Criteria that the economic life of the Facility and eligible property exceeds ten years.

ARTICLE III

PROPERTY SUBJECT TO TAX ABATEMENT

RATE OF TAX ABATEMENT

TERM OF TAX ABATEMENT AND RELATED PROVISIONS

3.01 Subject to the terms of this Agreement, County shall abate Company's County ad valorem taxes in each year of the Abatement Period in an amount equal to the Tax Abatement Percentage (as defined below) multiplied by the Facility's newly created value determined in accordance with the Guidelines and Criteria, but only to the extent that such newly created value is reflected on County's tax rolls in each such year.

3.02 The applicable Tax Abatement Percentage under this Agreement shall be in accordance with the Guidelines and Criteria and shall be fixed by the parties through an addendum to this Agreement after evidence of the Capital Cost of the improvements constructed or installed by Company for the Facility is certified by Company and approved by County. Based on the projected amount to be invested in the Project, the Company and County anticipate that the applicable Tax Abatement Percentage pursuant to the Guidelines and Criteria in each year of the Abatement Period will be the maximum Tax Abatement Percentage (eighty percent (80%)) of the newly created value. In the event the initial Capital Cost qualifies the Facility for less than the maximum Tax Abatement Percentage, additional investments constituting Capital Costs that are made in accordance with this Agreement may be added to the initial Capital Cost, and such revised Capital Cost shall be used to determine the applicable Tax Abatement Percentage for the remainder of the Abatement Period commencing with the first ad valorem tax year commencing after such revised Capital Cost is certified by Company and approved by County. Any such increase in the Tax Abatement Percentage shall be fixed by the parties through an additional addendum to this Agreement after evidence of the additional Capital Cost of the additional improvements constructed or installed by Company for the Facility is certified by Company and approved by County.

3.03 The abatement of ad valorem taxes shall be for a period (the "**Abatement Period**") that shall

- (a) commence on the commencement of the first ad valorem tax year after each of the following events have occurred:
 - (i) construction of the Facility has been completed,
 - (ii) Company has provided documentation confirming the Capital Cost of the Project and the number of Jobs created;

(iii) the Capital Cost or Jobs created meets or exceeds the minimum amount required by the Guidelines and Criteria for granting tax abatements; and

(iv) the newly created value may be ascertained from the tax rolls of the Hidalgo County Appraisal District, and

(b) end on the earlier of:

(i) ten (10) years following such commencement,

(ii) December 31, 2030,

(iii) the occurrence of any event which would terminate this Agreement by operation of law,

(iv) Company's breach of any provision of this Agreement, which breach is not cured within the Cure Period, (as defined below), or

(v) Company's failure to comply with any provision of the Guidelines and Criteria as discussed in Article V of this Agreement.

3.04 The percent of increase in newly created value (as reflected in the tax rolls of the Hidalgo County Appraisal District) to be abated (the "**Tax Abatement Percentage**") is the greater of the abatement percentage determined by the Capital Cost involved in the Project, or the abatement percentage determined by the number of full-time jobs created, as set forth in the following table:

Percent of Increase in Newly Created Value To be Abated	Capital Cost of the Project	Number of Jobs Created
0%	Less than \$1,500,001	0-25
25%	\$1,500,001 up to and including \$5,000,000	26-50
50%	Over \$5,000,000 up to and including \$10,000,000	51-100
80%	Over \$10,000,000	101 or more

The estimated value of the abatement (as such term is defined below), based on the Company's good faith estimate of how the Hidalgo County Appraisal District will value the eligible improvements, is Four Million Six Hundred Eighty Two Thousand Two Hundred Forty Dollars (\$4,682,240.00). "**Estimated value of the abatement**" means the additional property taxes that would be due to the County from the Company but for the tax abatement granted in this Agreement.

3.05 This Agreement does not change any right of Company to protest or contest, in accordance with applicable law, any and all appraisals of, or assessments of taxes on, the Facility, and the tax abatement provided for herein for such Facility shall be applied to the amount of taxes finally determined as a result of such protest or contest, to be due for such property.

ARTICLE IV

FILING OF PLANS, CERTIFICATION OF COSTS, COUNTY ACCESS TO PREMISES AND USE OF PREMISES AND IMPROVEMENTS

4.01 Company shall file construction plans for the Facility with County by June 1, 2016. The construction plans as filed shall be deemed to be incorporated herein by reference and made a part hereof for all purposes, and the Facility shall be completed in substantial conformity to said plans. Company may elect to amend or modify the construction plans, provided the amendments or modifications comply with all applicable codes, rules and ordinances, and are not otherwise contrary to this Agreement.

4.02 Upon completion of the Facility, Company shall file (i) “as built” construction plans with County, which plans shall detail improvements (which shall be certified by the architect if Company uses an architect) on the Land, including purchases of personal property and related expenditures made to construct the Facility, (ii) the manufacturer’s certificate of completion with respect to the manufacture of the wind turbines installed at the Facility and (iii) the general contractor’s certification as to the completion of construction of the Facility (including the detail specified above). At the time of filing the as built construction plans, Company shall also provide County with reports as required by Section IX.B. of the Guidelines and Criteria. On or before January 31, of each year of the Abatement Period (and the year immediately following the end thereof), Company shall provide County with reports supporting job creation as of December 31 of each year of the Abatement Period, as required by Section IX.B. of the Guidelines and Criteria. On an annual basis, Company shall also provide County a detailed list of Company’s eligible personal property at the Facility and the estimated value of each item.

4.04 Company agrees to supply audited reports to the County and the Hidalgo County Appraisal District to establish the construction cost of improvements constructed pursuant to this Agreement and/or the jobs created.

4.05 Company represents that it anticipates that appropriate personnel to escort County personnel will not always be available onsite to allow safe access to the Facility for inspections. In order to facilitate inspections, Company agrees to provide County employees and/or designated representatives of the County escorted access to the Facility during the term of this Agreement, including the Abatement Period, with at least two (2) business days’ advanced notice, to inspect the Facility and the Land to determine if Company is in compliance with the terms and conditions of the Agreement. Upon completion of construction, County has the right to annually evaluate the Facility to ensure compliance with the Agreement. Company shall provide County with an escort for all such inspections.

ARTICLE V

BREACH

5.01 In the event Company fails to commence constructing the Facility in the Zone on or before October 15, 2016, this Agreement shall terminate effective as of the original date of this Agreement and County shall be entitled to recapture and collect payment of all ad valorem taxes abated under this Agreement by any and all means allowed by law, and as provided herein.

5.02 In the event the Facility is completed and begins operation, and Company:

1. voluntarily ceases to operate the Facility for a continuous period of eighteen (18) months;
2. allows ad valorem taxes owed to County to become delinquent;
3. relocates the Facility or the job creating activity outside the Zone;
4. breaches or fails to comply with any material term, condition, or representation contained in this Agreement; or
5. uses or allows the use of the Facility for any purpose not related to the generation, storage and/or transmission of renewable energy for a period greater than 180 days in any calendar year of the Abatement Period,

County may elect to terminate this Agreement and recapture abated taxes in accordance with Section 5.05 of this Agreement and the Guidelines and Criteria, unless such breach is cured within the Cure Period, as defined in Section 5.03. Company shall pay recaptured taxes to County within sixty (60) days from the date the Agreement terminates.

5.03 Should County determine that Company has breached this Agreement or the Guidelines and Criteria, County shall notify Company in writing via certified or registered mail to the following address:

Leslie Frieman
General Counsel
Hidalgo Wind Farm, LLC
808 Travis Street, Suite 700
Houston, Texas 77002
Email: legalnotices@edpr.com

with a courtesy copy to:

Renn Neilson
Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002

or to such other address, or to the attention of such person, as Company may, from time to time, designate in writing. If such breach is not cured within sixty (60) days from the date of such

notice (the “**Cure Period**”), then this Agreement may be terminated by order of the Commissioners Court.

5.04 If Company and County disagree as to whether a breach has occurred or been timely cured, venue for an action to determine Company’s and County’s rights will lie in Hidalgo County, Texas. The period for Company to cure any breach of this Agreement shall be tolled from the filing of any official action to resolve questions arising from an attempt at cure to the final resolution of any such action.

5.05 If County terminates this Agreement, County shall have the right to recapture a percentage of the total taxes previously abated in accordance with the recapture schedule in Section VIII of the Guidelines and Criteria.

5.06 Notwithstanding any other provision of this Agreement, County may not terminate this Agreement if Company’s breach is caused by force majeure and Company cures such breach within ninety (90) days following the end of the force majeure event. Force majeure means any contingency or cause beyond Company’s control, including, without limitation, acts of God or public enemy, war, sabotage, vandalism, riot, civil commotion, insurrection, governmental acts, fires, storms, explosions, floods, tornadoes, strikes, and broad-based extraordinary economic events.

ARTICLE VI

SALE, ASSIGNMENT OR LEASE OF PROPERTY

6.01 It is contemplated by the parties hereto that the Company’s purpose for making the improvements set forth in Article II is for the creation and operation of a renewable energy generation project.

6.02 In accordance with Section IX.C. of the Guidelines and Criteria, Company shall not have the right, without the written consent of County, to assign all or part of its interest in the Land, the Project, or this Agreement and maintain the tax abatement hereunder. Such consent shall not be unreasonably withheld. It shall be deemed reasonable for County to withhold consent with respect to any party that is delinquent in the payment of any taxes to County. Notwithstanding the foregoing, Company shall have the right without the consent of the County to collaterally assign its interest in the Land, Project, or this Agreement in connection with any financing of the Project; provided (i) such assignee is not delinquent in the payment of any taxes to the County, (ii) the County is given prompt notice of such assignment and (iii) Company remains liable under this Agreement.

ARTICLE VII

COMMISSIONERS COURT AUTHORIZATION

7.01 This Agreement was authorized by order of the Commissioners Court dated the 22nd day of December, 2014, authorizing the County Judge to execute this Agreement on behalf of the County.

ARTICLE VIII

SEVERABILITY

8.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

ARTICLE IX

APPLICABLE LAW

9.01 This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue for any action related to this Agreement shall be in Hidalgo County, Texas.

ARTICLE X

COUNTERPART EXECUTION

10.01 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTED and made effective as of this the 22nd day of December, 2014.

HIDALGO COUNTY, TEXAS

ATTEST:

By: _____
Name: Ramon Garcia
Title: Hidalgo County Judge

Arturo Guajardo, Jr.
County Clerk

HIDALGO WIND FARM LLC

By: _____
Name: Steve Irvin
Title: Executive Vice President – Central
Region

Exhibit A

TAX ABATEMENT GUIDELINES AND CRITERIA

Exhibit B

The Land includes those portions of the following tracts of land located in Hidalgo County. The Land owned by the Company is indicated by an *.

<u>Property ID</u>	<u>Legal Description</u>
245221	NEWMAN'S, G.O N1/2 SEC 1 LGE 2 320AC NET
245258	NEWMAN'S, G.O SEC1-W1/2,SEC2-E1/2 & N1/2-SW 1/4,SEC7-E80AC-NE1/4 & W1/2- E1/2,SEC8-EXC 2AC 1591.68ACNET
245310	NEWMAN'S, G.O SEC 8 LGE 3-2 AC OUT OF 640ACS 2 AC FOR BLDG
344860	NEWMAN'S, G.O SEC 2 - SW 1-4TH & SEC 6 - N1/2 LGE. 1, 480 ACS.
245269	H.C.S.L. (G O NEWMAN) 4.5 AC - 5.5 AC - NW 1/4 SEC 3 LGE 3 (4.5 AC NET)
223146	LOS GUAGES & MAGUELLES SEC 20 - E100-S320 AC
223147	LOS GUAGES & MAGUELLES SEC 20 E150-W220-S320 AC
543466	LOS GUAGES & MAGUELLES N1590.86'-W1273.11'-E2973.5' & S3181.74'-E137.5'-W2973.5' SEC 23 62.23AC GR 60.90AC NET
692793	LOS GUAGES & MAGUELLES W475'-N475' LOT 21 5.18AC NET
223150	LOS GUAGES & MAGUELLES SEC. 21 N1/2 E1/2 160 AC.
223151	LOS GUAGES & MAGUELLES UND 1/2 INTEREST IN 640ACRE TR SEC 22
223158	LOS GUAGES & MAGUELLES SEC 29 640AC GR 630.27AC NET
223137	LOS GUAGES & MAGUELLES SEC 11 E 200 AC
223165	LOS GUAGES & MAGUELLES SEC 33 W 1/2 - 320 AC
245273	H.C.S.L. (G O NEWMAN) SEC 4 LGE 3 294 AC EXC N193'-E395' 292 .51 AC NET
245315	H.C.S.L. (G O NEWMAN) SEC 5-FRACL. 294 ACS SEC 6-W1/2 320 ACS LGE 4 614 AC NET
245316	H.C.S.L. (G O NEWMAN) SEC 6 N40AC/NE1/4 LGE 4
245321	H.C.S.L. (G O NEWMAN) SEC 6 S40AC/N80AC/NE1/4 LGE 4
245320	H.C.S.L. (G O NEWMAN) SEC 6-SE1/4 EXC 1AC LGE 4 159 AC 156.36 AC NET
245263	H.C.S.L. (G O NEWMAN) SEC 3 1.0 AC-S 100 SW 1-4TH- 100.0 AC N LGE 3 1.0 AC
551146	LOS GUAGES & MAGUELLES 640AC SEC 1 & S29AC SOUTH OF LOTS 29 & 30 EL BENADITO;598.29AC SEC 2 & S18.66AC SOUTH OF LOTS 30 & 31 EL BENADITO; SE 3.95AC SEC 3; E104.47AC PT IN SEC 8; 640AC SEC 9 640AC SEC 10 2674.37AC GR 2635.03AC NET
245314	H.C.S.L. (G O NEWMAN)-S612.94ACS-EXC SE23.53AC SEC 3 & S284.73AC SEC 4 LGE 4 874.14AC GR 861.87AC NET
245268	H.C.S.L. (G O NEWMAN) SEC 3-NE1/4 EXC 1AC LGE 3 155.36 AC NET
223138	LOS GUAGES & MAGUELLES W4709.5' SEC 12 & E618.75' SEC 13 AKA TR 2 573.46AC GR 568.86AC NET

690360	LOS GUAGES & MAGUELLES E2849.76'-W5704.35' AKA TR 5 SEC 18 301.02AC GR 298.26AC NET
223140	LOS GUAGES & MAGUELLES W 97.68 AC SEC 18 AKA TR 4
690357	LOS GUAGES & MAGUELLES BNG AN IRR TR W2473.8'-E3092.56' SEC 13 AKA PT OF TR 1 & SEC 18 EXC W97.68AC & EXC 3093' AKA TR4 226.87AC NET
690356	LOS GUAGES & MAGUELLES W4090.8' SEC 11 & E1237.5' SEC 12 AKA TR 3 573.46AC GR 571.01AC NET
690361 ¹	LOS GUAGES & MAGUELLES E242.8' SEC 18 AKA PT OF TR 6 & W2650' SEC 19 300.15AC NET
245280	H.C.S.L. (G O NEWMAN) S2343.75'-W1486.75' SEC 6 LGE 3 80AC
245278	H.C.S.L. (G O NEWMAN) N779' SEC 5 LGE 3 49AC NET
245276	H.C.S.L. (G O NEWMAN) SEC 5-S PT EXC 1AC & S98/N147AC LGE 3 236.90 AC.
223142	LOS GUAGES & MAGUELLES SEC 19 E 120 AC OF W 400 AC
223144	LOS GUAGES & MAGUELLES UND 1/2 INT SEC 19 E120-N 1/2 & W40 E120-S160AC 80.0AC
223156	LOS GUAGES & MAGUELLES 32.51AC TRNGLE TR-E8500'-N3205.15' SEC 27
223157	LOS GUAGES & MAGUELLES SEC 28 W 1/2 ALL SEC 30 960 AC
588487	LOS GUAGES & MAGUELLES 37.43AC IRR TR-E1300'-S1482.35' SEC 27
607987	H.C.S.L. (G O NEWMAN) E371.69'-W1858.44' EXC S288'-W150' SEC 6 LGE 3 39.01AC GR 38.74AC NET
223143	LOS GUAGES & MAGUELLES E79.995AC-S319.979AC SEC 19 & 68.498AC-W69.995AC-S319.979AC SEC 20 148.493AC GR 140.135AC NET
245291	H.C.S.L. (G O NEWMAN) E1115.06'-W2973.5' & E150'-W1636.75'-S288' SEC 6 LGE 3 120.99 AC GR 119.67 AC NET
729721	LOS GUAGES & MAGUELLES 320 AC-N1/2 SEC 20
223155	LOS GUAGES & MAGUELLES SEC 23 1.0AC-E1700.39'-N1590.86' 1.0AC NET
245270	H.C.S.L. (G O NEWMAN) SEC 3-NW1/4 EXC 9.53AC LGE 3 160 AC 150.47AC NET
543473	LOS GUAGES & MAGUELLES E2268.80'-W2836' SEC 23 234.03AC NET
729722	LOS GUAGES & MAGUELLES 320 AC-W1/2 EXC W475'-N475' SEC 21 314.81 AC
245265	H.C.S.L. (G O NEWMAN) SE1/4-SEC 3 EXC 1.0AC & S30' N60AC- SW1/4-SEC 3 EXC 1.68AC LGE 3 215.57AC
528295	NEWMAN'S, G.O 0.50AC-1AC-SE 1/4 SEC 3 LGE 3 0.50AC NET

¹ Two parcels (indicated as *), within this property will be sold to Hidalgo Wind Farm, LLC for the project substation and operations & maintenance building. These parcels are yet to be purchased, and will be assigned new parcel IDs upon closing of the sale.

223141	LOS GUAGES & MAGUELLES SE 1/4 SEC 28 160.0 AC NE 1/4 SEC 28 160.0 AC E 1/2 SEC 33 320.0 AC 640.0 AC
233153	LOS GUAGES & MAGUELLES S3181.74'-E2973.5' SEC 23 217.00AC
223149	LOS GUAGES & MAGUELLES SEC 21 S1/2-E1/2 160 AC
223157	LOS GUAGES & MAGUELLES SEC 28 W 1/2 ALL SEC 30 960 AC
223165	LOS GUAGES & MAGUELLES SEC 33 W 1/2 - 320 AC
644507	LOS GUAGES & MAGUELLES W1486.75' SEC 38 160AC
543473	LOS GUAGES & MAGUELLES E2268.80'-W2836' SEC 23 234.03AC NET
690361	LOS GUAGES & MAGUELLES E242.8' SEC 18 AKA PT OF TR 6 & W2650' SEC 19 300.15AC NET
223141	LOS GUAGES & MAGUELLES SE 1/4 SEC 28 160.0 AC NE 1/4 SEC 28 160.0 AC E 1/2 SEC 33 320.0 AC 640.0 AC
223153	LOS GUAGES & MAGUELLES S3181.74'-E2973.5' SEC 23 217.00AC
690360	LOS GUAGES & MAGUELLES E2849.76'-W5704.35' AKA TR 5 SEC 18 301.02AC GR 298.26AC NET
*	<p>A tract of land containing 10.0 acres situated in the County Hidalgo, Texas, being a part or portion of a certain (300.98-acre) tract out of Sections 18 and 19 of the Subdivision of Los Guages and Los Maguelles Grants, according to the plat thereof recorded in Volume 10, Page 4, Hidalgo County, Map Records...said 10.0 acres also being more particularly described as follows:</p> <p>COMMENCING at the Southwest corner of said (300.98-acre) tract;</p> <p>THENCE, S 80° 34' 04" E along the South line of said (300.98-acre) tract and within the right-of-way F.M. Road 490, at a distance of 242.80 feet pass the Southeast corner of said Section 18 and the Southwest corner of said Section 19, continuing a total distance of 1523.51 feet;</p> <p>THENCE, N 09° 15' 27" E a distance of 40.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southwest corner and POINT OF BEGINNING of this herein described tract;</p> <ol style="list-style-type: none"> 1. THENCE, N 09° 15' 27" E a distance of 660.00 feet to the Northwest corner of this tract; 2. THENCE, S 80° 34' 04" E a distance of 600.00 feet to a point on the East boundary line of said (300.98-acre) tract, for the Northeast corner of this tract; 3. THENCE, S 09° 15' 27" W along the East boundary line of said (300.98-acre) tract, a distance of 660.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southeast corner of this tract; 4. THENCE, N 80° 34' 00" W along the North right-of-way line of F.M. Road 490, a distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less
*	<p>A tract of land containing 10.0 acres situated in the County Hidalgo, Texas, being a part or portion of a certain (300.98-acre) tract out of Sections 18 and 19 of the Subdivision of Los Guages and Los Maguelles Grants, according to the plat thereof recorded in Volume 10, Page 4,</p>

Hidalgo County, Map Records...said 10.0 acres also being more particularly described as follows:
COMMENCING at the Southwest corner of said (300.98-acre) tract;
THENCE, S 80° 34' 04" E along the South line of said (300.98-acre) tract and within the right-of-way F.M. Road 490, at a distance of 242.80 feet pass the Southeast corner of said Section 18 and the Southwest corner of said Section 19, continuing a total distance of 2183.51 feet;
THENCE, N 09° 15' 27" E a distance of 40.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southwest corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, N 09° 15' 27" E a distance of 660.00 feet to the Northwest corner of this tract;
2. THENCE, S 80° 34' 04" E a distance of 600.00 feet to a point on the East boundary line of said (300.98-acre) tract, for the Northeast corner of this tract;
3. THENCE, S 09° 15' 27" W along the East boundary line of said (300.98-acre) tract, a distance of 660.00 feet to a point on the North right-of-way line of F.M. Road 490, for the Southeast corner of this tract;

THENCE, N 80° 34' 00" W along the North right-of-way line of F.M. Road 490, a distance of 660.00 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less

Exhibit C

Map depicting land parcels and project infrastructure

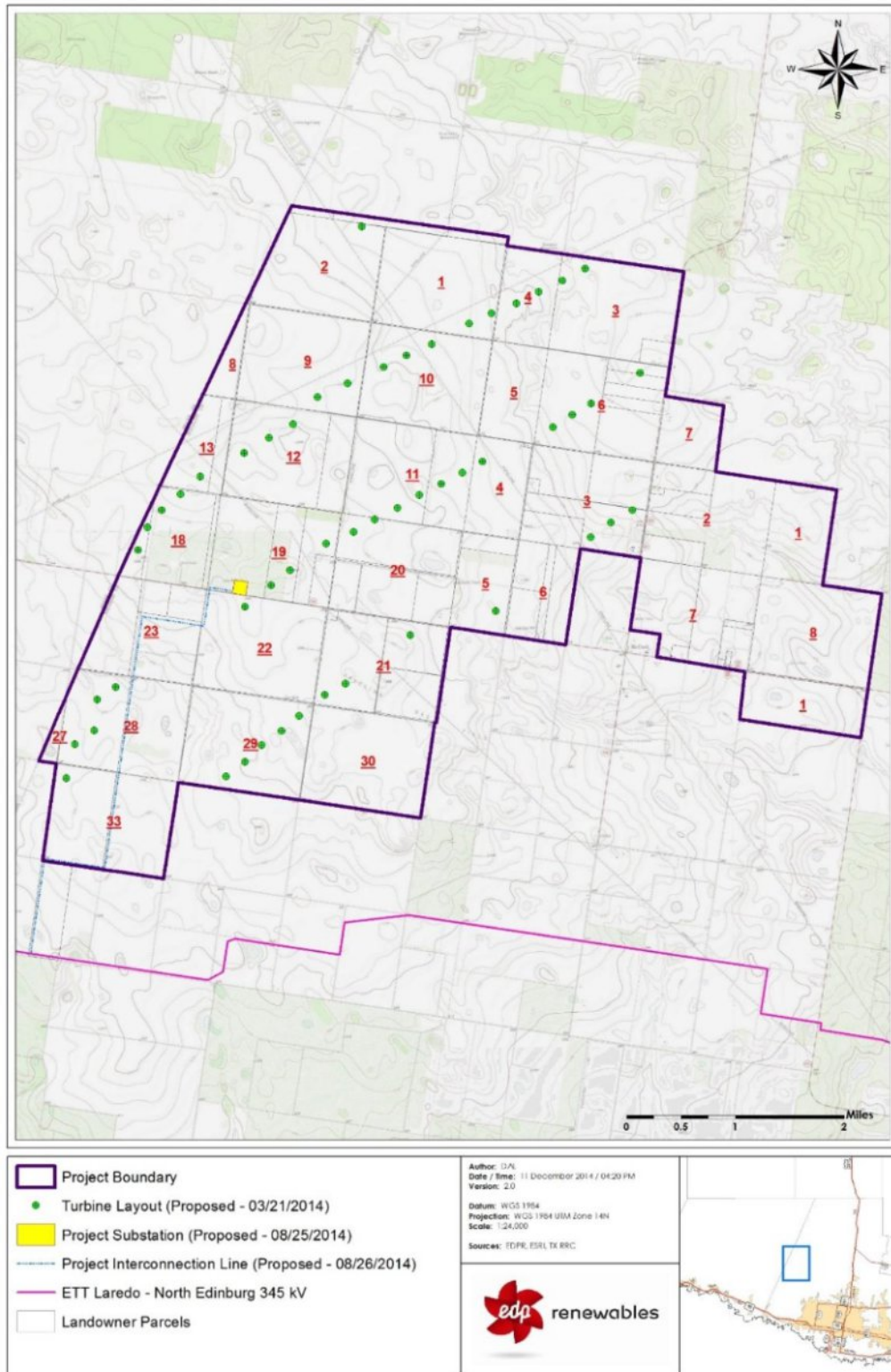


Exhibit D

Schedule of Building, Improvements, and Eligible Personal Property for the New Facility

- 50 Vestas V110 2.0 MW turbines and supporting towers;
- 50 reinforced concrete foundations supporting the turbines and turbine towers;
- Underground and overhead electrical collections system for transporting electricity from turbines to the project substation;
- 4 miles of 345 kV transmission line to the interconnect switchyard;
- Collection substation; and
- Operations and Maintenance building.

**ORDER APPROVING TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY,
TEXAS, AND HIDALGO WIND FARM LLC**

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective December 22, 2014 (the "Guidelines and Criteria"), to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to Chapter 312 of the Texas Tax Code.

WHEREAS, on December 16, 2014, the Commissioners Court of Hidalgo County considered and approved a tax abatement agreement between Hidalgo County, Texas and Hidalgo Wind Farm LLC, which has not been executed, and the terms of the agreement have subsequently been revised to include the updated estimate of the value of proposed tax abatement, which updated estimate was put on the record during the meeting on the December 16, 2014.

WHEREAS, the Commissioners Court of Hidalgo County finds that the proposed tax abatement meets the Guidelines and Criteria, and has determined to grant tax abatement on the terms and conditions set forth in the revised version of the proposed tax abatement agreement, including without limitation that the economic life of the proposed facility exceeds the duration of the proposed tax abatement and that Hidalgo Wind Farm LLC will not be required to provide tax certificates with respect to real property owned by other parties.

NOW, THEREFORE IT IS HEREBY ORDERED that, in lieu of the tax abatement agreement approved on December 16, 2014, the Commissioners Court of Hidalgo County, Texas, hereby approves and authorizes the Tax Abatement Agreement between Hidalgo County, Texas, and Hidalgo Wind Farm LLC, in the form attached as Exhibit A, and the County Judge is hereby authorized to execute the agreement on behalf of Hidalgo County.

PASSED, APPROVED, ADOPTED AND ORDERED this the 22th day of December, 2014, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE
HIDALGO COUNTY COMMISSIONERS COURT

RAMON GARCIA
County Judge

A.C. Cuellar, Jr.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

APPROVED AS TO FORM:
ATLAS, HALL AND RODRIGUEZ, LLP

ARTURO GUAJARDO, JR.
County Clerk

By: _____
STEPHEN L. CRAIN

EXHIBIT A

**TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS,
AND
HIDALGO WIND FARM LLC**

AI -47867

Comm. Court Executive Office 6. A.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted By: Monica Badillo,
EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 plan hardship withdrawal request for employee #102717

BACKGROUND

Fiscal Impact

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 02:58 PM
Auditor's Office	Monica Badillo	12/19/2014 08:49 AM
Form Started By: Monica Badillo		Started On: 12/18/2014 10:33 AM
Final Approval Date: 12/19/2014		

08/01/2007 15:57 FAX 9562927089

002/000

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name

457 Plan

Employee # 102717

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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.

- Medical expenses incurred by me, my spouse, or any of my dependents (or any expenses 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 \$ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? yes If so what was the amount taken \$ 2,000

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  Date 12-18-14

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 _____

- 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) 960-7133

AI -47853

Comm. Court Executive Office 6. B.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted By: Irma Castillo,
PLANNING
DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Planning Department:

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

BACKGROUND

Fiscal Impact

Attachments

Pct 2 & 4 Cert Plat & Utility Status 12-22-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 02:56 PM
Glinda Pacheco	Glinda Pacheco	12/18/2014 04:53 PM
Auditor's Office	Monica Badillo	12/19/2014 08:49 AM
Form Started By: Irma Castillo		Started On: 12/17/2014 10:26 AM
Final Approval Date: 12/19/2014		

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Rosa A. Aguilar	4-13765
	COMM. COURT: December 22, 2014	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: 4-13765

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:

Name: Aguilar, Rosa A

Address: 3201 N. Dahlia St
Pharr, TX 78577

Phone: (956) 331-7323

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:	Date Approved: <u>1 / 1</u>	<u>50025</u> <u>12/5/14</u>

Water Supplier: North Alamo Water Corp.

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

Account/ESI No.: 10032789425707897
 Temporary Pole Permanent Service

regarding the land described as:

Evergreen Valley Estates Phase III Lot #111

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;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 3-16-07);
 (verified by [Signature]);
 (verified by [Signature]);
 (verified by [Signature]);
 (verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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Precinct No.1 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4
413765

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

Application No:

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: Aguilar, Rosa A
Address: 3701 N Dahlia St
Pharr, TX 78577
Phone: (956) 331-7323

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

Evergreen Valley Estates Phase III Lot #111

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Rosa A Aguilar
Requesting Party (Signature)

12-15-14
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:

12/17/14
Date

Flora Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-13765

Sep. 22, 2014

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1304 S. 25th Ave
TEL 318-2840

EDINBURG TX 78539
FAX 318-2844

E8250-03-000-0111-00

[1] OWNER: ROSA ALICIA AGUILAR

3201 N. DAHLIA ST.
PHARR TX. 78577

Telephone No. 331-7323

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST PH-3
LOT-111

LOCATION: 0 SUNFLOWER & MILE 19

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

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

[10] EST. COST OF CONST.: \$9,750

[5] SIZE OF STRUCTURE: 2,400 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

**Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 35'**

**FOR COUNTY USE ONLY
APPLICATION FEES**

Rosa Aguilera 09/22/14
Prepared by Date

OTHER _____
TOTAL AMOUNT \$30.00

Maria Rios 09/22/14
Approved by Date

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 03500C Pct: 4

Community No.: 1180331

Certification of Elevation
Required: YES NO BFE

Rosa Aguilera 09/22/14
Signature of Owner of Applicant Date

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

[NOTICE]

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: June 26, 2014

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

2529335

Grantee: Rosa Alicia Aguilar
Grantee's Phone Number: (956) 331-7323
Grantee's Mailing Address (including county):
3201 N. Dahlia St.
Pharr, Texas 78577
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Sixty-Eight Thousand Nine Hundred Fifty and 00/100 (68,950.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 111, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703891. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703892. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

assessments, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

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

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

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

Evergreen Valley Inc., a Texas Corporation

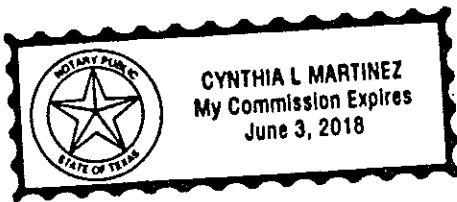
BY: [Signature]
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 6/26/2014, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

[Signature]
Cynthia L. Martinez
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78542
Special Warranty Deed
Page 2

[Handwritten initials]

AI -47881

Comm. Court Executive Office 6. C.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted By: Monica Badillo,
EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on expansion of duties to include Law Enforcement for Emergency Management and Safety Division Personnel

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 04:54 PM
Purchasing Department	Monica Badillo	12/19/2014 08:49 AM
Form Started By: Monica Badillo		Started On: 12/18/2014 04:49 PM
Final Approval Date: 12/19/2014		

AI -46968

Comm. Court Executive Office 6. D.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted By: Monica Badillo,
EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Emergency Management:

Discussion, consideration and action designating Emergency Management vehicles as emergency vehicles

BACKGROUND

Fiscal Impact

Attachments

list

1

2

3

4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/10/2014 04:40 PM
Obdett Calzada	Obdett Calzada	10/21/2014 04:06 PM
Purchasing Department	Monica Badillo	12/19/2014 09:11 AM
Form Started By: Monica Badillo		Started On: 10/10/2014 04:01 PM
Final Approval Date: 12/19/2014		

**Hidalgo County Office of Emergency Management
Vehicle list 2014**

2006 Ford F-150 Super Crew
License plate: BJ8-3282
Vin # 1FTRW14W56FB17959

2005 Ford F-150 Crew cab
License plate: CDG-0543
Vin # 1FTRX12W95FA33559

2009 Chevy 2500HD
License plate: 30V-TG8
Vin # 1GCHK43679F108310

2009 Chevy Tahoe
License plate: 86Z-DX8
Vin # 1GNFK13089R125852

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE C. RULES OF THE ROAD

CHAPTER 541. DEFINITIONS

SUBCHAPTER A. PERSONS AND GOVERNMENTAL AUTHORITIES

SUBCHAPTER C. VEHICLES, RAIL TRANSPORTATION, AND EQUIPMENT

Sec. 541.201. VEHICLES. In this subtitle:

Text of subdivision as amended by Acts 2013, 83rd Leg., R.S.,
Ch. 17 (S.B. [223](#)), Sec. 1

(1) "Authorized emergency vehicle" means:

(A) a fire department or police vehicle;

(B) a public or private ambulance operated by a person who has been issued a license by the Department of State Health Services;

(C) a municipal department or public service corporation emergency vehicle that has been designated or authorized by the governing body of a municipality;

(D) a vehicle that has been designated by the department under Section [546.0065](#);

(E) a private vehicle of a volunteer firefighter or a certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency;

(F) an industrial emergency response vehicle, including an industrial ambulance, when responding to an emergency, but only if the vehicle is operated in compliance with criteria in effect September 1, 1989, and established by the predecessor of the Texas Industrial Emergency Services Board of the State Firemen's and Fire Marshals' Association of Texas;

(G) a vehicle of a blood bank or tissue bank, accredited or approved under the laws of this state or the United States, when making emergency deliveries of blood, drugs, medicines, or organs; or

(H) a vehicle used for law enforcement purposes that is owned or leased by a federal governmental entity.

Text of subdivision as amended by Acts 2013, 83rd Leg., R.S.,
Ch. 254 (H.B. 567), Sec. 1

(1) "Authorized emergency vehicle" means:

(A) a fire department or police vehicle;

(B) a public or private ambulance operated by a person who has been issued a license by the Department of State Health Services;

(C) an emergency medical services vehicle:

(i) authorized under an emergency medical services provider license issued by the Department of State Health Services under Chapter 773, Health and Safety Code; and

(ii) operating under a contract with an emergency services district that requires the emergency medical services provider to respond to emergency calls with the vehicle;

(D) a municipal department or public service corporation emergency vehicle that has been designated or authorized by the governing body of a municipality;

(E) a private vehicle of a volunteer firefighter or a certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency;

(F) an industrial emergency response vehicle, including an industrial ambulance, when responding to an emergency, but only if the vehicle is operated in compliance with criteria in effect September 1, 1989, and established by the predecessor of the Texas Industrial Emergency Services Board of the State Firemen's and Fire Marshals' Association of Texas;

(G) a vehicle of a blood bank or tissue bank, accredited or approved under the laws of this state or the United States, when making emergency deliveries of blood, drugs, medicines, or organs; or

(H) a vehicle used for law enforcement purposes that is owned or leased by a federal governmental entity.

Text of subdivision as amended by Acts 2013, 83rd Leg., R.S.,
Ch. 275 (H.B. 802), Sec. 1

(1) "Authorized emergency vehicle" means:

(A) a fire department or police vehicle;

(B) a public or private ambulance operated by a person who has been issued a license by the Department of State Health Services;

(C) a municipal department or public service corporation emergency vehicle that has been designated or authorized by the governing body of a municipality;

(D) a county-owned or county-leased emergency management vehicle that has been designated or authorized by the commissioners court;

(E) a private vehicle of a volunteer firefighter or a certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency;

(F) an industrial emergency response vehicle, including an industrial ambulance, when responding to an emergency, but only if the vehicle is operated in compliance with criteria in effect September 1, 1989, and established by the predecessor of the Texas Industrial Emergency Services Board of the State Firemen's and Fire Marshals' Association of Texas;

(G) a vehicle of a blood bank or tissue bank, accredited or approved under the laws of this state or the United States, when making emergency deliveries of blood, drugs, medicines, or organs; or

(H) a vehicle used for law enforcement purposes that is owned or leased by a federal governmental entity.

Text of subdivision as amended by Acts 2013, 83rd Leg., R.S.,
Ch. 630 (S.B. 1917), Sec. 1

(1) "Authorized emergency vehicle" means:

(A) a fire department or police vehicle;

(B) a public or private ambulance operated by a person who has been issued a license by the Department of State Health Services;

(C) a municipal department or public service corporation emergency vehicle that has been designated or authorized by the governing body of a municipality;

(D) a private vehicle of a volunteer firefighter or a certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency;

(E) an industrial emergency response vehicle, including an industrial ambulance, when responding to an emergency, but only if the vehicle is operated in compliance with criteria in effect September 1, 1989, and established by the predecessor of the Texas Industrial Emergency Services Board of the State Firemen's and Fire Marshals' Association of Texas;

(F) a vehicle of a blood bank or tissue bank, accredited or approved under the laws of this state or the United States, when making emergency deliveries of blood, drugs, medicines, or organs;

(G) a vehicle used for law enforcement purposes that is owned or leased by a federal governmental entity; or

(H) a private vehicle of an employee or volunteer of a county emergency management division in a county with a population of more than 46,500 and less than 48,000 that is designated as an authorized emergency vehicle by the commissioners court of that county.

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE C. RULES OF THE ROAD

CHAPTER 546. OPERATION OF AUTHORIZED EMERGENCY VEHICLES AND
CERTAIN OTHER VEHICLES

SUBCHAPTER A. AUTHORIZED EMERGENCY VEHICLES

Sec. 546.001. PERMISSIBLE CONDUCT. In operating an authorized emergency vehicle the operator may:

(1) park or stand, irrespective of another provision of this subtitle;

(2) proceed past a red or stop signal or stop sign, after slowing as necessary for safe operation;

(3) exceed a maximum speed limit, except as provided by an ordinance adopted under Section [545.365](#), as long as the operator does not endanger life or property; and

(4) disregard a regulation governing the direction of movement or turning in specified directions.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 546.002. WHEN CONDUCT PERMISSIBLE. (a) In this section, "police escort" means facilitating the movement of a funeral, oversized or hazardous load, or other traffic disruption for public safety purposes by a peace officer described by Articles [2.12\(1\)-\(4\)](#), (8), (12), and (22), Code of Criminal Procedure.

(b) Section 546.001 applies only when the operator is:

(1) responding to an emergency call;

(2) pursuing an actual or suspected violator of the law;

(3) responding to but not returning from a fire alarm;

- (4) directing or diverting traffic for public safety purposes; or
- (5) conducting a police escort.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 2003, 78th Leg., ch. 66, Sec. 1, eff. May 16, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 834 (S.B. 866), Sec. 1, eff. June 17, 2005.

Acts 2013, 83rd Leg., R.S., Ch. 540 (S.B. 545), Sec. 1, eff. June 14, 2013.

Sec. 546.003. AUDIBLE OR VISUAL SIGNALS REQUIRED. Except as provided by Section 546.004, the operator of an authorized emergency vehicle engaging in conduct permitted by Section 546.001 shall use, at the discretion of the operator in accordance with policies of the department or the local government that employs the operator, audible or visual signals that meet the pertinent requirements of Sections 547.305 and 547.702.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 546.004. EXCEPTIONS TO SIGNAL REQUIREMENT. (a) A volunteer fire fighter who operates a private vehicle as an authorized emergency vehicle may engage in conduct permitted by Section 546.001 only when the fire fighter is using visual signals meeting the pertinent requirements of Sections 547.305 and 547.702.

(b) An authorized emergency vehicle that is operated as a police vehicle is not required to be equipped with or display a red light visible from the front of the vehicle.

(c) A police officer may operate an authorized emergency vehicle for a law enforcement purpose without using the audible or visual signals required by Section 546.003 if the officer is:

(1) responding to an emergency call or pursuing a suspected violator of the law with probable cause to believe that:

(A) knowledge of the presence of the officer will cause the suspect to:

(i) destroy or lose evidence of a suspected felony;

(ii) end a suspected continuing felony before the officer has obtained sufficient evidence to establish grounds for arrest; or

(iii) evade apprehension or identification of the suspect or the suspect's vehicle; or

(B) because of traffic conditions on a multilaned roadway, vehicles moving in response to the audible or visual signals may:

(i) increase the potential for a collision; or

(ii) unreasonably extend the duration of the pursuit; or

(2) complying with a written regulation relating to the use of audible or visible signals adopted by the local government that employs the officer or by the department.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 546.005. DUTY OF CARE. This chapter does not relieve the operator of an authorized emergency vehicle from:

(1) the duty to operate the vehicle with appropriate regard for the safety of all persons; or

(2) the consequences of reckless disregard for the safety of others.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 546.006. DESIGNATED EMERGENCY VEHICLE DURING DECLARED DISASTERS.

(a) From recommendations made under Section 418.013(c), Government Code, the department shall designate which vehicles may be operated by which designated organizations as emergency vehicles during declared disasters.

(b) A vehicle designated under Subsection (a) may be operated by a designated organization as if the vehicle were an authorized emergency vehicle under this subtitle if:

(1) the governor declares a state of disaster under Section 418.014, Government Code;

(2) the department requests assistance from the designated organization; and

(3) the vehicle is operated by the designated organization or a member of the designated organization in response to the state of disaster.

(c) The department shall adopt rules as necessary to implement this section.

Added by Acts 2007, 80th Leg., R.S., Ch. 258 (S.B. 11), Sec. 5.02, eff. September 1, 2007.

Sec. 546.0065. AUTHORIZED EMERGENCY VEHICLES OF THE TEXAS DIVISION OF EMERGENCY MANAGEMENT. The department shall designate vehicles of the Texas Division of Emergency Management that may be operated as authorized emergency vehicles.

Added by Acts 2013, 83rd Leg., R.S., Ch. 17 (S.B. 223), Sec. 2, eff. May 10, 2013.

Sec. 546.007. CLOSURE OF ROAD OR HIGHWAY BY FIREFIGHTER.

(a) This section applies only to a firefighter who is employed by or a member of:

(1) a fire department operated by an emergency services district;

(2) a volunteer fire department; or

(3) a fire department of a general-law municipality.

(b) A firefighter, when performing the firefighter's official duties, may close one or more lanes of a road or highway to protect the safety of persons or property.

(c) The closure shall be limited to the affected lane or lanes and one additional lane unless the safety of emergency personnel operating on the road or highway requires more lanes to be closed.

(d) In making a closure under this section, the firefighter shall deploy one or more authorized emergency vehicles with audible and visual signals that meet the requirements of Sections [547.305](#) and [547.702](#).

Added by Acts 2011, 82nd Leg., R.S., Ch. 490 (H.B. [993](#)), Sec. 1, eff. September 1, 2011.

SUBCHAPTER B. OPERATION OF CERTAIN FIRE-FIGHTING EQUIPMENT

Sec. 546.021. MUTUAL AID ORGANIZATIONS. (a) Two or more businesses whose activities require the maintenance of fire-fighting equipment may form a mutual aid organization in which the member businesses agree to assist each other during an emergency by supplying fire-fighting equipment or services.

(b) The presiding officer or director of an organization formed under this section shall deliver a list to the county fire marshal, or to the commissioners court of a county if the county does not have a fire marshal, in each county in which a member business is located. The list must contain the name of the registered owner and license plate number of each motor vehicle that each member intends to use in supplying fire-fighting equipment or services.

(c) If the county fire marshal or commissioners court determines that the operation of the vehicles on the list is in the public interest and not a threat to public safety, the marshal or court shall approve the list.

(d) On approval of the list by the county fire marshal or commissioners court, a person operating a listed motor vehicle in response to a call for emergency fire-fighting assistance from a member has the rights and restrictions placed by this subtitle on the operator of an authorized emergency vehicle.

(e) A county is not liable for damage to a person or property caused by a person approved by the county under this section to operate a motor vehicle for emergency fire-fighting assistance.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE C. RULES OF THE ROAD

CHAPTER 547. VEHICLE EQUIPMENT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 547.305. RESTRICTIONS ON USE OF LIGHTS. (a) A motor vehicle lamp or illuminating device, other than a headlamp, spotlamp, auxiliary lamp, turn signal lamp, or emergency vehicle, tow truck, or school bus warning lamp, that projects a beam with an intensity brighter than 300 candlepower shall be directed so that no part of the high-intensity portion of the beam strikes the roadway at a distance of more than 75 feet from the vehicle.

(b) Except as expressly authorized by law, a person may not operate or move equipment or a vehicle, other than a police vehicle, with a lamp or device that displays a red light visible from directly in front of the center of the equipment or vehicle.

(c) A person may not operate a motor vehicle equipped with a red, white, or blue beacon, flashing, or alternating light unless the equipment is:

(1) used as specifically authorized by this chapter;
or

(2) a running lamp, headlamp, taillamp, backup lamp, or turn signal lamp that is used as authorized by law.

(d) A vehicle may be equipped with alternately flashing lighting equipment described by Section 547.701 or 547.702 only if the vehicle is:

(1) a school bus;

(2) an authorized emergency vehicle;

(3) a church bus that has the words "church bus" printed on the front and rear of the bus so as to be clearly discernable to other vehicle operators;

(4) a tow truck while under the direction of a law enforcement officer at the scene of an accident or while hooking up to a disabled vehicle on a roadway; or

(5) a tow truck with a mounted light bar which has turn signals and stop lamps in addition to those required by Sections 547.322, 547.323, and 547.324, Transportation Code.

(e) A person may not operate highway maintenance or service equipment, including snow-removal equipment, that is not equipped with lamps or that does not display lighted lamps as required by the standards and specifications adopted by the Texas Department of Transportation.

(f) In this section "tow truck" means a motor vehicle or mechanical device that is adapted or used to tow, winch, or move a disabled vehicle.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 1999, 76th Leg., ch. 380, Sec. 1, eff. July 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 229 (H.B. 378), Sec. 3, eff. September 1, 2011.

Sec. 547.702. ADDITIONAL EQUIPMENT REQUIREMENTS FOR AUTHORIZED EMERGENCY VEHICLES. (a) An authorized emergency vehicle may be equipped with a siren, exhaust whistle, or bell:

(1) of a type approved by the department; and
(2) that emits a sound audible under normal conditions at a distance of at least 500 feet.

(b) The operator of an authorized emergency vehicle shall use the siren, whistle, or bell when necessary to warn other vehicle operators or pedestrians of the approach of the emergency vehicle.

(c) Except as provided by this section, an authorized emergency vehicle shall be equipped with signal lamps that:

- (1) are mounted as high and as widely spaced laterally as practicable;
- (2) display four alternately flashing red lights, two located on the front at the same level and two located on the rear at the same level; and
- (3) emit a light visible at a distance of 500 feet in normal sunlight.

(d) A private vehicle operated by a volunteer firefighter responding to a fire alarm or a medical emergency may, but is not required to, be equipped with signal lamps that comply with the requirements of Subsection (c).

(e) A private vehicle operated by a volunteer firefighter responding to a fire alarm or a medical emergency may be equipped with a signal lamp that is temporarily attached to the vehicle roof and flashes a red light visible at a distance of at least 500 feet in normal sunlight.

(f) A police vehicle may, but is not required to, be equipped with signal lamps that comply with Subsection (c).

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE J. MISCELLANEOUS PROVISIONS

CHAPTER 721. INSCRIPTION REQUIRED ON STATE, MUNICIPAL, AND
COUNTY MOTOR VEHICLES

Sec. 721.001. DEFINITION. In this chapter, "state agency" means a department, bureau, board, commission, or office of state government.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 721.002. INSCRIPTION REQUIRED ON STATE-OWNED MOTOR VEHICLES. (a) The official having control of a state-owned motor vehicle shall have printed on each side of the vehicle the word "Texas," followed by the title of the state agency having custody of the vehicle.

(b) The inscription must be in a color sufficiently different from the body of the motor vehicle so that the lettering is plainly legible at a distance of not less than 100 feet.

(c) The title of the state agency must be in letters not less than two inches high.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 721.003. EXEMPTION FROM INSCRIPTION REQUIREMENT FOR CERTAIN STATE-OWNED MOTOR VEHICLES. (a) The governing bodies of the following state agencies or divisions by rule may exempt

(2) Texas State Board of Pharmacy;

(3) Department of State Health Services and
Department of Aging and Disability Services;

(4) Department of Public Safety of the State of
Texas;

(5) Texas Department of Criminal Justice;

(6) Board of Pardons and Paroles;

(7) Parks and Wildlife Department;

(8) Railroad Commission of Texas;

(9) Texas Alcoholic Beverage Commission;

(10) Texas Department of Banking;

(11) Department of Savings and Mortgage Lending;

(12) Texas Juvenile Probation Commission;

(13) Texas Commission on Environmental Quality;

(14) Texas Youth Commission;

(15) Texas Lottery Commission;

(16) the office of the attorney general;

(17) Texas Department of Insurance; and

(18) an agency that receives an appropriation under
an article of the General Appropriations Act that appropriates
money to the legislature.

(b) Repealed by Acts 2001, 77th Leg., ch. 81, Sec. 2, eff.
Sept. 1, 2001.

(c) A rule adopted under this section must specify:

(1) the purpose served by not printing on the motor
vehicle the inscription required by Section 721.002; and

(2) the primary use of the motor vehicle.

Subsection (a) may exempt from the requirements of Section 721.002 only a motor vehicle used exclusively for surveillance purposes.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by Acts 2001, 77th Leg., ch. 81, Sec. 1, 2, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [921](#), Sec. 6.066, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. [1308](#), Sec. 48, eff. June 15, 2007.

Sec. 721.004. INSCRIPTION REQUIRED ON MUNICIPAL AND COUNTY-OWNED MOTOR VEHICLES AND HEAVY EQUIPMENT. (a) The office having control of a motor vehicle or piece of heavy equipment owned by a municipality or county shall have printed on each side of the vehicle or equipment the name of the municipality or county, followed by the title of the department or office having custody of the vehicle or equipment.

(b) The inscription must be in a color sufficiently different from the body of the vehicle or equipment so that the lettering is plainly legible.

(c) The title of the department or office must be in letters plainly legible at a distance of not less than 100 feet.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 721.005. EXEMPTION FROM INSCRIPTION REQUIREMENT FOR

(1) an automobile when used to perform an official duty by a:

(A) police department;

(B) magistrate as defined by Article 2.09, Code of Criminal Procedure;

(C) medical examiner;

(D) municipal code enforcement officer designated to enforce environmental criminal laws; or

(E) municipal fire marshal or arson investigator; or

(2) an automobile used by a municipal employee only when conducting an investigation involving suspected fraud or other mismanagement within the municipality.

(b) The commissioners court of a county may exempt from the requirements of Section 721.004:

(1) an automobile when used to perform an official duty by a:

(A) police department;

(B) sheriff's office;

(C) constable's office;

(D) criminal district attorney's office;

(E) district attorney's office;

(F) county attorney's office;

(G) magistrate as defined by Article 2.09, Code of Criminal Procedure;

(H) county fire marshal's office; or

(I) medical examiner; or

apply to a contract deputy.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 1997, 75th Leg., ch. 355, Sec. 1, eff. May 27,
1997; Acts 1997, 75th Leg., ch. 46, Sec. 1, eff. Sept. 1, 1997;
Acts 1999, 76th Leg., ch. 62, Sec. 17.38, eff. Sept. 1, 1999;
Acts 2001, 77th Leg., ch. 66, Sec. 1, eff. May 14, 2001; Acts
2001, 77th Leg., ch. 140, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [45](#), Sec. 1, eff. May 8,
2007.

Sec. 721.006. OPERATION OF VEHICLE IN VIOLATION OF
CHAPTER; OFFENSE. (a) A person commits an offense if the
person:

(1) operates on a municipal street or on a highway a
motor vehicle or piece of equipment that does not have the
inscription required by this chapter; or

(2) uses a motor vehicle that is exempt by rule under
Section 721.003, and that use is not expressly specified by the
rule.

(b) An offense under this section is a misdemeanor
punishable by a fine of not less than \$25 or more than \$100.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

AI -47880

Comm. Court Executive Office 6. E.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted By: Merlen P.
Munoz,
BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Admin./J.P. Pct 1 Pl 1/J.P Pct 1 Pl 2/Facilities Management (1100):

1. Discussion, consideration, and approval of the following personnel actions, effective 01/01/2015:

Action	Dept/Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Delete	115-002	0001	Court Coordinator	\$37,981.00	-	-0-
Delete	115-002	0002	Court Assistant	\$30,564.00	-	-0-
Delete	115-002	0003	Assistant Court Coordinator	\$30,564.00	-	-0-
Create	061-001	0007	-	-0-	Court Clerk	\$23,993.00
Create	062-001	0007	-	-0-	Court Clerk	\$23,993.00
Delete	220-001	0015	Administrative Assistant I	\$25,271.00	-	-0-
Delete	220-001	0060	Inventory Specialist II	\$26,014.00	-	-0-
Create	220-001	0114	-	-0-	Administrative Assistant II	\$29,100.00
Create	220-001	0115	-	-0-	Administrative Assistant II	\$29,100.00

2. Approval of Inter-departmental transfers.

3. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

Attachments

transfer

fiscal note

job desc

PARs

PARs

SS final

Form Review

Inbox

Damaris San Miguel

Form Started By: Damaris San Miguel

Final Approval Date: 12/18/2014

Reviewed By

Damaris San Miguel

Date

12/18/2014 05:25 PM

Started On: 12/18/2014 04:47 PM

DATE: December 22, 2014

2015



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

Transfer

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

ACCOUNT NUMBER: 5-1100-4XX-XX-XXX-XXX-0-XXX

CONTACT PERSON: Damaris SanMiguel PHONE: (956) 292-7025 Ext. 5410

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
5-1100-415-00-115-002-0- 113	CO. WIDE ADM REG F/T EMPLOYEES	(99,109.00)
5-1100-415-00-115-002-0- 115	CO. WIDE ADM LONGEVITY	(2,640.00)
5-1100-415-00-115-002-0- 211	CO. WIDE ADM HEALTH INSURANCE	(17,728.20)
5-1100-415-00-115-002-0- 212	CO. WIDE ADM LIFE INSURANCE	(112.68)
5-1100-415-00-115-002-0- 220	CO. WIDE ADM FICA	(7,783.80)
5-1100-415-00-115-002-0- 230	CO. WIDE ADM RETIREMENT	(10,815.92)
5-1100-415-00-115-002-0- 250	CO. WIDE ADM UNEMPLOYMENT COMPENSATION	(610.49)
5-1100-415-00-115-002-0- 260	CO. WIDE ADM WORKERS' COMPENSATION	(213.67)
TO		
5-1100-412-00-061-001-0- 113	J.P. PCT 1 PL 1 REG F/T EMPLOYEES	23,993.00
5-1100-412-00-061-001-0- 211	J.P. PCT 1 PL 1 HEALTH INSURANCE	5,928.00
5-1100-412-00-061-001-0- 212	J.P. PCT 1 PL 1 LIFE INSURANCE	37.56
5-1100-412-00-061-001-0- 220	J.P. PCT 1 PL 1 FICA	1,835.46
5-1100-412-00-061-001-0- 230	J.P. PCT 1 PL 1 RETIREMENT	2,550.46
5-1100-412-00-061-001-0- 250	J.P. PCT 1 PL 1 UNEMPLOYMENT COMPENSATION	143.96
5-1100-412-00-061-001-0- 260	J.P. PCT 1 PL 1 WORKERS' COMPENSATION	50.39
5-1100-412-00-062-001-0- 113	J.P. PCT 1 PL 2 REG F/T EMPLOYEES	23,993.00
5-1100-412-00-062-001-0- 211	J.P. PCT 1 PL 2 HEALTH INSURANCE	5,928.00
5-1100-412-00-062-001-0- 212	J.P. PCT 1 PL 2 LIFE INSURANCE	37.56
5-1100-412-00-062-001-0- 220	J.P. PCT 1 PL 2 FICA	1,835.46
5-1100-412-00-062-001-0- 230	J.P. PCT 1 PL 2 RETIREMENT	2,550.46
5-1100-412-00-062-001-0- 250	J.P. PCT 1 PL 2 UNEMPLOYMENT COMPENSATION	143.96
5-1100-412-00-062-001-0- 260	J.P. PCT 1 PL 2 WORKERS' COMPENSATION	50.39
5-1100-419-40-220-001-0 113	FACILITIES MANAGEMENT REG F/T EMPLOYEES	6,915.00
5-1100-419-40-220-001-0 220	FACILITIES MANAGEMENT FICA	529.00
5-1100-419-40-220-001-0 230	FACILITIES MANAGEMENT RETIREMENT	735.06
5-1100-419-40-220-001-0 250	FACILITIES MANAGEMENT UNEMPLOYMENT COMPENSATION	41.49
5-1100-419-40-220-001-0 260	FACILITIES MANAGEMENT WORKERS' COMPENSATION	14.52
5-1100-415-00-115-002-0- 899	CO. WIDE ADM CONTINGENCY	61,701.03
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund the personnel actions for the agenda item 47880**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Monday, December 22, 2014

Agenda Item: 47880

Summary of request/proposal:

Co. Wide Administration (1100):
Approval to delete the following full-time positions, effective 01/01/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	COURT COORDINATOR	0001	113	37,981.00	0.00	(37,981.00)
1100	COURT ASSISTANT	0002	113	30,564.00	0.00	(30,564.00)
1100	ASSISTANT COURT COORDINATOR	0003	113	30,564.00	0.00	(30,564.00)
TOTAL SALARY:				99,109.00	0.00	(99,109.00)
ALLOWANCES						
1100	COURT COORDINATOR	0001	115	1,140.00	0.00	(1,140.00)
1100	COURT ASSISTANT	0002	115	780.00	0.00	(780.00)
1100	ASSISTANT COURT COORDINATOR	0003	115	720.00	0.00	(720.00)
TOTAL ALLOWANCES:				2,640.00	0.00	(2,640.00)
				101,749.00	0.00	(101,749.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
5-1100-415-00-115-002-0-113	CO. WIDE ADMINISTRATION REG F/T EMPLOYEES	(\$99,109.00)
5-1100-415-00-115-002-0-115	CO. WIDE ADMINISTRATION LONGEVITY	(\$2,640.00)
5-1100-415-00-115-002-0-211	CO. WIDE ADMINISTRATION HEALTH INSURANCE	(\$17,728.20)
5-1100-415-00-115-002-0-212	CO. WIDE ADMINISTRATION LIFE INSURANCE	(\$112.68)
5-1100-415-00-115-002-0-220	CO. WIDE ADMINISTRATION FICA	(\$7,783.80)
5-1100-415-00-115-002-0-230	CO. WIDE ADMINISTRATION RETIREMENT	(\$10,815.92)
5-1100-415-00-115-002-0-250	CO. WIDE ADMINISTRATION UNEMPLOYMENT COMP	(\$610.49)
5-1100-415-00-115-002-0-260	CO. WIDE ADMINISTRATION WORKER'S COMP	(\$213.67)
2015 Budgetary Impact		(\$139,013.76)

2016 Budgetary Impact: (\$139,013.76)

Possible Funding Sources: Cost savings

Comments:

SURPLUS FUNDS WILL BE TRANSFERRED TO VARIOUS ACCOUNTS TO FUND THE PERSONNEL ACTIONS REQUESTED FOR JP PCT 1 OFFICES AND FACILITITES MANAGEMENT.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
 From: Sergio Cruz, Budget Officer
 CC Date: Monday, December 22, 2014

Agenda Item: 47880

Summary of request/proposal:

J.P. Pct. 1 Pl. 1 (1100):

Approval to create the following full-time positions, effective 01/01/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	COURT CLERK	0007	113	0.00	23,993.00	23,993.00
				0.00	23,993.00	23,993.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
5-1100-412-00-061-001-0-	113	J.P. PCT 1 PL 1 REG F/T EMPLOYEES	\$23,993.00
5-1100-412-00-061-001-0-	211	J.P. PCT 1 PL 1 HEALTH INSURANCE	\$5,928.00
5-1100-412-00-061-001-0-	212	J.P. PCT 1 PL 1 LIFE INSURANCE	\$37.56
5-1100-412-00-061-001-0-	220	J.P. PCT 1 PL 1 FICA	\$1,835.46
5-1100-412-00-061-001-0-	230	J.P. PCT 1 PL 1 RETIREMENT	\$2,550.46
5-1100-412-00-061-001-0-	250	J.P. PCT 1 PL 1 UNEMPLOYMENT COMP	\$143.96
5-1100-412-00-061-001-0-	260	J.P. PCT 1 PL 1 WORKER'S COMP	\$50.39
		2015 Budgetary Impact	\$34,538.83

2016 Budgetary Impact: \$34,538.83

Possible Funding Sources: Co. Wide Adm. Deleted Positions

Comments:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
 From: Sergio Cruz, Budget Officer
 CC Date: Monday, December 22, 2014

Agenda Item: 47880

Summary of request/proposal:

J.P. Pct. 1 Pl. 2 (1100):

Approval to create the following full-time positions, effective 01/01/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	COURT CLERK	0007	113	0.00	23,993.00	23,993.00
				0.00	23,993.00	23,993.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
5-1100-412-00-062-001-0-	113	J.P. PCT 1 PL 2 REG F/T EMPLOYEES	\$23,993.00
5-1100-412-00-062-001-0-	211	J.P. PCT 1 PL 2 HEALTH INSURANCE	\$5,928.00
5-1100-412-00-062-001-0-	212	J.P. PCT 1 PL 2 LIFE INSURANCE	\$37.56
5-1100-412-00-062-001-0-	220	J.P. PCT 1 PL 2 FICA	\$1,835.46
5-1100-412-00-062-001-0-	230	J.P. PCT 1 PL 2 RETIREMENT	\$2,550.46
5-1100-412-00-062-001-0-	250	J.P. PCT 1 PL 2 UNEMPLOYMENT COMP	\$143.96
5-1100-412-00-062-001-0-	260	J.P. PCT 1 PL 2 WORKER'S COMP	\$50.39
2015 Budgetary Impact			\$34,538.83

2016 Budgetary Impact: \$34,538.83

Possible Funding Sources: Co. Wide Adm. Deleted Positions

Comments:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Monday, December 22, 2014

Agenda Item: 47880

Summary of request/proposal:

FACILITIES MANAGEMENT(1100):
Approval of the following personnel actions, effective 01/01/2015.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	ADMINISTRATIVE ASSISTANT I	0015	113	25,271.00	0.00	(25,271.00)
1100	INVENTORY SPECIALIST II	0060	113	26,014.00	0.00	(26,014.00)
1100	ADMINISTRATIVE ASSISTANT II	0114	113	0.00	29,100.00	29,100.00
1100	ADMINISTRATIVE ASSISTANT II	0115	113	0.00	29,100.00	29,100.00
				51,285.00	58,200.00	6,915.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
5-1100-419-40-220-001-0	113	FACILITIES MANAGEMENT REG F/T EMPLOYEES	\$6,915.00
5-1100-419-40-220-001-0	211	FACILITIES MANAGEMENT HEALTH INSURANCE	\$0.00
5-1100-419-40-220-001-0	212	FACILITIES MANAGEMENT LIFE INSURANCE	\$0.00
5-1100-419-40-220-001-0	220	FACILITIES MANAGEMENT FICA	\$529.00
5-1100-419-40-220-001-0	230	FACILITIES MANAGEMENT RETIREMENT	\$735.06
5-1100-419-40-220-001-0	250	FACILITIES MANAGEMENT UNEMPLOYMENT COMP	\$41.49
5-1100-419-40-220-001-0	260	FACILITIES MANAGEMENT WORKER'S COMP	\$14.52
2015 Budgetary Impact			\$8,235.07

2016 Budgetary Impact: \$8,235.07

Possible Funding Sources: Co. Wide Adm. Deleted Positions

Comments:

HIDALGO COUNTY

COURT CLERK

GENERAL DESCRIPTION

Under the general direction of the Justice of the Peace. Duties include updating court docket information, posting, sorting and processing court records, data inquiry, updating ticket logs, as well as other related duties as assigned. Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with departmental functions, policies, and practices.

EXAMPLES OF WORK PERFORMED

Make copies; file forms and files

Fax documents; prepare forms

Retrieve files; update court docket

Post, sort, and process court records

Data inquiry; update ticket logs

May act as receptionist; answers telephone and provides services to the general public

Conduct limited research of records

Regular attendance is a must

Ability to work well with others

Other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

One (1) year clerical or legal experience

Must have good computer skills

Good communication skills

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses, Registration

Must have a current valid Texas motor vehicle operator's license and must have liability insurance

Must be able to be insured by the County's insurance carrier

Must have a clear criminal record

Knowledge, Skills, and Abilities

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment

- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations



HIDALGO COUNTY Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: CO WIDE ADMINISTRATION (115-002) DATE: 12/10/2014

CURRENT POSITION TITLE: COURT COORDINATOR CURRENT SLOT #: 0001

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other DELETE POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

\$ <u>37,981.00</u>	\$ <u>0.00</u>	\$ <u>(37,981.00)</u>
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other Funds to be utilized for the creation of new positions.

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
 Enter hourly rate for temp. positions
 Full Time Employee Temporary Object 121 Part Time Temporary Object 122 \$ _____
 Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
------------	----------	----------------------	----------------	------------------------------------

CIVIL SERVICE:
 Exempt **FLSA:** Exempt
 Non-Exempt Non-Exempt
 N/A

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Deletion of position is needed to effectively utilize funds and assist J.P. Pct 1 Offices with the anticipated increase in workload due to
the abolishment of J.P. Pct 5.

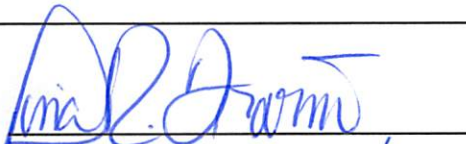


NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	12/11/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	12/11/14 Date	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	12/12/14 Date	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	_____	_____	_____	_____
	COMMISSIONERS' COURT APPROVAL	Date		



HIDALGO COUNTY

Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: CO WIDE ADMINISTRATION (115-002) DATE: 12/10/2014

CURRENT POSITION TITLE: COURT ASSISTANT CURRENT SLOT #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

New Position
 Temporary Position
 Position Reclassification*
 Other DELETE POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

\$ 30,564.00 \$ 0.00 \$ (30,564.00)
Current G&S/ Budgeted Salary Proposed G&S/ Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other Funds to be utilized for the creation of new positions.

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Enter hourly rate for temp. positions
 Full Time Employee Temporary Object 121 Part Time Temporary Object 122 \$ _____
Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
------------	----------	----------------------	----------------	------------------------------------

CIVIL SERVICE:
 Exempt **FLSA:** Exempt
 Non-Exempt Non-Exempt
 N/A

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Deletion of position is needed to effectively utilize funds and assist J.P. Pct 1 Offices with the anticipated increase in workload due to
the abolishment of J.P. Pct 5.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u>Amal R. Dharma</u> DEPARTMENT HEAD	<u>12/11/14</u> Date	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	<u>Esther A. Cortez Long</u> HUMAN RESOURCES DIRECTOR	<u>12/11/14</u> Date	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	<u>Amal R. Dharma</u> DEPARTMENT OF BUDGET & MANAGEMENT	<u>12/12/14</u> Date	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	_____	_____	_____	_____
	COMMISSIONERS' COURT APPROVAL	Date		

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u>Amal P. Droom</u> DEPARTMENT HEAD	<u>12/11/14</u> Date	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	<u>Esther A. Cortez</u> HUMAN RESOURCES DIRECTOR	<u>12/11/14</u> Date	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	<u>Amal P. Droom</u> DEPARTMENT OF BUDGET & MANAGEMENT	<u>12/10/14</u> Date	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	_____	_____	_____	_____
	COMMISSIONERS' COURT APPROVAL	Date		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: JP PCT 1 PL 1 (061-001) DATE: 12/10/2014
CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0007
REQUESTED POSITION TITLE: COURT CLERK

**REQUEST FOR:**

New Position Temporary Position Position Reclassification* Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

\$ 0.00 Current G&S/ Budgeted Salary \$ 23,993.00 Proposed G&S/ Budgeted Salary \$ 23,993.00 Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds
 Other Funding from the deletion of Co. Wide Adm positions.

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Enter hourly rate for temp. positions
Full Time Employee Temporary Object 121 Part Time Temporary Object 122 \$ _____
Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date End Date Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: Exempt Non-Exempt N/A
FLSA: Exempt Non-Exempt

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

To assist the J.P. Pct 1 Offices with the anticipated increase in workload due to the abolishment of J.P. Pct 5.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u><i>[Signature]</i></u> DEPARTMENT HEAD	<u>12/11/14</u> Date	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	<u><i>[Signature]</i></u> HUMAN RESOURCES DIRECTOR	<u>12/11/14</u> Date	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	<u><i>[Signature]</i></u> DEPARTMENT OF BUDGET & MANAGEMENT	<u>12/12/14</u> Date	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	_____	_____	_____	_____	_____
	COMMISSIONERS' COURT APPROVAL	Date			



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: JP PCT 1 PL 2 (062-001) DATE: 12/10/2014
CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0007
REQUESTED POSITION TITLE: COURT CLERK



REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

\$ 0.00 Current G&S/ Budgeted Salary \$ 23,993.00 Proposed G&S/ Budgeted Salary \$ 23,993.00 Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds
 Other Funding from the deletion of Co. Wide Adm positions.

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Enter hourly rate for temp. positions
Full Time Employee Temporary Object 121 Part Time Temporary Object 122 \$ _____
Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date End Date Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: Exempt Non-Exempt N/A
FLSA: Exempt Non-Exempt

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

To assist the J.P. Pct 1 Offices with the anticipated increase in workload due to the abolishment of J.P. Pct 5.


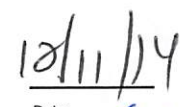

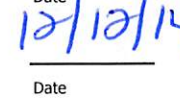
NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	 Date	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	 Date	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	 Date	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	<hr/> COMMISSIONERS' COURT APPROVAL	<hr/> Date		



HIDALGO COUNTY

Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: FACILITIES MANAGEMENT

DATE: 12/19/2014

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I

CURRENT SLOT #: 0015

REQUESTED POSITION TITLE:

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other DELETE POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

\$ 25,271.00 \$ 0.00 \$ (25,271.00)
Current G&S/ Budgeted Salary Proposed G&S/ Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds
 Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 Part Time Temporary Object 122 \$ _____
Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date End Date Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: FLSA:
Exempt Exempt
Non-Exempt Non-Exempt
N/A

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

After review of the office operations these level of this Administrative Assistant position is not needed .

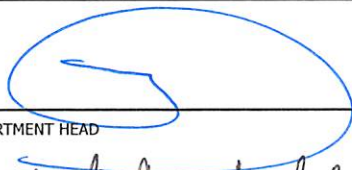


NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.		<u>12/19/14</u> Date	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	DEPARTMENT HEAD				
2.		<u>12.19.14</u> Date	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	HUMAN RESOURCES DIRECTOR				
3.		<u>12/19/2014</u> Date	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	DEPARTMENT OF BUDGET & MANAGEMENT				
4.					
	COMMISSIONERS' COURT APPROVAL	Date			



HIDALGO COUNTY

Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: FACILITIES MANAGEMENT

DATE: 12/19/2014

CURRENT POSITION TITLE: INVENTORY SPECIALIST II

CURRENT SLOT #: 0060

REQUESTED POSITION TITLE:

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other DELETE POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

\$ 26,014.00 \$ 0.00 \$ (26,014.00)
Current G&S/ Budgeted Salary Proposed G&S/ Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds
 Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 Part Time Temporary Object 122 \$ _____
Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date End Date Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: FLSA:
Exempt Exempt
Non-Exempt Non-Exempt
N/A

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

After review of the office operations the Inventory Specialist II position is not needed.


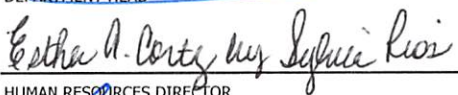

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 <hr/> DEPARTMENT HEAD	12/19/14	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	 <hr/> HUMAN RESOURCES DIRECTOR	12.19.14	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 <hr/> DEPARTMENT OF BUDGET & MANAGEMENT	12/19/14	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	<hr/> COMMISSIONERS' COURT APPROVAL	<hr/> Date	<hr/>	<hr/>



HIDALGO COUNTY

Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: FACILITIES MANAGEMENT

DATE: 12/19/2014

CURRENT POSITION TITLE:

CURRENT SLOT #: 0114,0115

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT II

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:									\$29,100.00 X 2
	\$	0.00	\$	29,100.00	\$	58,200.00			
		Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change			

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other FUNDING AVAILABLE FROM THE DELETION OF SLOT 0060 & 0015. VARIANCE WILL COME FROM CO WIDE CONTINGENCY

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 Part Time Temporary Object 122 \$ _____
Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

_____	_____	_____	_____	_____
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: FLSA:

Exempt Exempt

Non-Exempt Non-Exempt

N/A

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

After review of the office operations a higher level of Administrative Assistant position will support the needs of the department more efficiently.


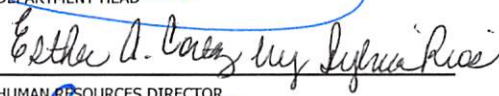
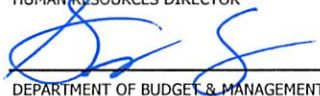
NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.		<u>12/19/14</u> Date	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	DEPARTMENT HEAD				
2.		<u>12-19-14</u> Date	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	HUMAN RESOURCES DIRECTOR				
3.		<u>12/19/2014</u> Date	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	DEPARTMENT OF BUDGET & MANAGEMENT				
4.					
	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
 COMMISSIONER COURT
 2015 SALARY SCHEDULE

5-1100-415-00-115-002-0

AI - 47880

CO WIDE ADM

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITIONS:																
0001	113	COURT COORDINATOR	\$0.00	\$37,981.00	\$37,981.00	0	\$0.00	\$0.00	\$37,981.00	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00
0002	113	COURT ASST.	\$0.00	\$30,564.00	\$30,564.00	0	\$0.00	\$0.00	\$30,564.00	\$0.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780.00
0003	113	ASST CRT COOR	\$0.00	\$30,564.00	\$30,564.00	0	\$0.00	\$0.00	\$30,564.00	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00
			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

5-1100-412-00-061-001-0

AI - 47880

JP PCT 1/PL 1

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JUSTICE OF THE PEACE	\$80,000.00	\$0.00	\$80,000.00	0	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	
0002	113	COURT COORDINATOR	\$37,981.00	\$0.00	\$37,981.00	0	\$0.00	\$0.00	\$37,981.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$540.00	
0003	113	ASST CRT COOR	\$30,564.00	\$0.00	\$30,564.00	0	\$0.00	\$0.00	\$30,564.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0004	113	ASST CRT COOR	\$30,564.00	\$0.00	\$30,564.00	0	\$0.00	\$0.00	\$30,564.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0005	113	COURT CLERK	\$26,710.00	\$0.00	\$26,710.00	0	\$0.00	\$0.00	\$26,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0006	113	CASE MANAGER I	\$33,990.00	\$0.00	\$33,990.00	0	\$0.00	\$0.00	\$33,990.00	\$0.00	\$420.00	\$0.00	\$0.00	\$0.00	\$420.00	
APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:																
0007	113	COURT CLERK	\$0.00	\$23,993.00	\$23,993.00		\$0.00	\$0.00	\$23,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$239,809.00	\$23,993.00	\$263,802.00		\$0.00	\$0.00	\$263,802.00	\$0.00	\$960.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,960.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
 COMMISSIONER COURT
 2015 SALARY SCHEDULE

5-1100-412-00-062-001-0

AI - 47880

JP PCT 1/PL 2

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JUSTICE OF THE PEACE	\$80,000.00	\$0.00	\$80,000.00	0	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	
0002	113	COURT COORDINATOR	\$37,981.00	\$0.00	\$37,981.00	0	\$0.00	\$0.00	\$37,981.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	
0003	113	ASST CRT COOR	\$30,564.00	\$0.00	\$30,564.00	0	\$0.00	\$0.00	\$30,564.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0004	113	ASSISTANT COURT COORDINATOR	\$30,564.00	\$0.00	\$30,564.00	0	\$0.00	\$0.00	\$30,564.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0005	113	CLERK	\$26,710.00	\$0.00	\$26,710.00	0	\$0.00	\$0.00	\$26,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0006	113	CASE MANAGER I	\$33,990.00	\$0.00	\$33,990.00	0	\$0.00	\$0.00	\$33,990.00	\$0.00	\$660.00	\$0.00	\$0.00	\$0.00	\$660.00	
APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:																
0007	113	COURT CLERK	\$0.00	\$23,993.00	\$23,993.00		\$0.00	\$0.00	\$23,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$239,809.00	\$23,993.00	\$263,802.00		\$0.00	\$0.00	\$263,802.00	\$0.00	\$1,260.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$11,260.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

\$2,633,753.00	\$61,974.00	\$2,695,727.00	\$0.00	\$0.00	\$2,695,727.00	\$0.00	\$44,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,700.00
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APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI -47847

County Clerk 7. A.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted For: Sandra Solis,
COUNTY CLERK

Submitted By: Sandra Solis, COUNTY
CLERK

Department: COUNTY CLERK

Information

CAPTION

REQUESTING APPROVAL OF 2015 ELECTED OFFICIAL BONDS:

Garcia, Ramon - Hidalgo County Judge

Garza, Federico "Fred" - Judge, County Court at Law No. 4

Garza, Homero - Judge, County Probate Court

Hinojosa, Laura - District Clerk

Garcia, Norma G. - County Treasurer

Garcia, Norma G. - Hidalgo County Drainage District No. 1

Zamarripa, Alfredo - County Treasurer's Office Chief Deputy

Cantu, Eduardo "Eddie" - County Commissioner, Precinct No. 2

Morales, Jesse - Justice of the Peace, Precinct No. 1, Place 2

Muñoz, Jaime "Jerry" - Justice of the Peace, Precinct No. 2, Place 2

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Attachments

Federico "Fred" Garza

Laura Hinojosa

Alfredo Zamarripa

Munoz

F Zamarripa

N Garcia

H Garza

NGarcia DD1

J Morales

Ramon Garcia

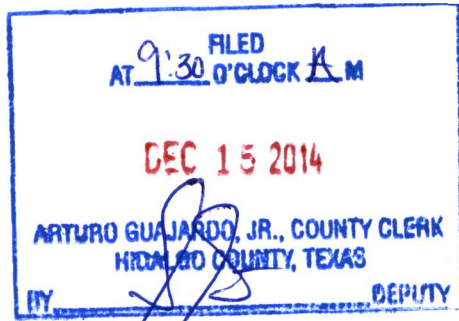
E Cantu

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 02:52 PM
Purchasing Department	Monica Badillo	12/19/2014 08:49 AM
Form Started By: Sandra Solis		Started On: 12/16/2014 12:46 PM
Final Approval Date: 12/19/2014		



SURETY RIDER
 Old Republic Surety Company
 PO BOX 1635
 Milwaukee, WI 53201-1635



TO BE ATTACHED TO AND FORM PART OF

Judge

(Type of bond)

Bond Number

LPO0904281

IN FAVOR OF

COUNTY COURTHOUSE

(Obligee)

ON BEHALF OF

Federico Fred Garza

(Principal)

EFFECTIVE

December 31, 2014

(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to:

CHANGE THE NAME OF THE PRINCIPAL

CHANGE THE ADDRESS OF THE PRINCIPAL

(of) the above referenced bond FROM:

1404 Claborne
 Mission, Texas
 78572

TO:

11851 N. Conway
 Mission, Texas
 78573

EFFECTIVE: December 31, 2014

2. PROVIDED, however, that this bond shall be subject to all of its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under this bond and under this bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 11th day of December, 2014.

ACCEPTED BY:

Old Republic Surety Company

SURETY

Alzapato B. Flores Broker
 (TITLE)

By: Phyllis M. Johnson Asst Secretary

ATTORNEY-IN-FACT





OLD REPUBLIC SURETY COMPANY

FILED
AT 9:30 O'CLOCK A.M.
DEC 15 2014
ANTONIO GARZA, JR., COUNTY CLERK
BY [Signature] DEPUTY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Phyllis M. Johnson of Brookfield, WI, TEXAS

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 12/31/2014 12:00:00 AM

Bond Number: LPO0904281 Bond Amount: Ten Thousand Dollars \$ 10,000.00

Principal Name: FEDERICO FRED GARZA, JR.

Obligee Name: COUNTY COURTHOUSE OF MISSION, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of December, 2014.

Phyllis M. Johnson
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of December, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2018

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0895907



Signed and sealed at the City of Brookfield, WI this 11th day of December, 2014.

Phyllis M. Johnson
Assistant Secretary

Texas



Western Surety Company

OFFICIAL BOND AND OATH

FILED
AT 2:30 O'CLOCK P.M.
DEC 15 2014
ARTURO GUJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY *[Signature]* DEPUTY

THE STATE OF TEXAS }
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 70208967

That we, Laura Hinojosa, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as are held and bound unto¹ Governor of Texas, his successors in office, in the sum of² One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 11th day of December, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 2014, duly elected to the office of District Clerk in and for³ Hidalgo County, State of Texas, for a term of four years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall⁴ faithfully perform the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the liability of the Surety for any and all claims, suits, or actions under this bond shall not be cumulative. Any revision of the bond amount shall not be cumulative.

FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom the bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability shall terminate as to subsequent acts of the Principal.



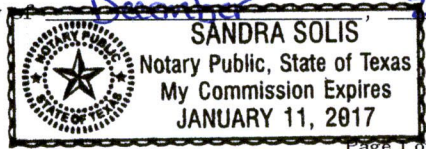
[Signature]
Principal
WESTERN SURETY COMPANY
By *[Signature]*
Paul T. Bruhat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Hidalgo } ss

Before me, Sandra Solis on this day, personally appeared Laura Hinojosa, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Edinburg, Texas, this 15th day of December, 2014.



[Signature]
Hidalgo County, Texas

SEAL

FILED AT 4:15 O'CLOCK P.M.

DEC 02 2014

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171
(515) 243-3854 FAX

MERCHANTS BONDING COMPANY

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033
(512) 343-8363 FAX

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Hidalgo } ss.

Bond No. TX 803134

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Alfredo Zamarripa, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hidalgo County Judge, his successors in office, in the sum of Five Hundred Thousand and no/100 (\$500,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2011, duly Appointed to the office of County Treasure's Office Chief Deputy in and for Hidalgo County in the State of Texas, for a term beginning the 1st day of January, 2015 and ending the 31st day of December, 2018.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall "faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2014

Alfredo Zamarripa Principal

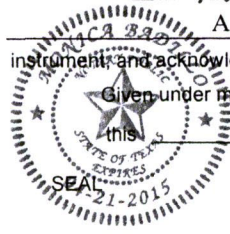
Alfredo Zamarripa
MERCHANTS BONDING COMPANY (Mutual)
By: Leandra Vasquez
Leandra Vasquez, Attorney-in-fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Hidalgo } ss.
Before me, Monica Badillo

Alfredo Zamarripa known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Edinburg, Texas this 21st day of November, 2014
Monica Badillo
Hidalgo County, Texas.



OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

FILED
AT 4:15 O'CLOCK P.M.

DEC 02 2014

ARTURO GUJARDO, JR. COUNTY CLERK
HIDALGO COUNTY TEXAS
DEPUTY

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____,

SEAL

OATH OF OFFICE
(General)

I, Alfredo Zamarripa, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Hidalgo County Treasurer's office Chief Deputy of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Alfredo Zamarripa

Sworn to and subscribed before me at Edinburg, Texas, this 21st day of December, 2014



Monica Badillo
Hidalgo County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ Date _____
_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk
By _____ Deputy County Court _____ County

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY
for Company Employees

4:15 FILED
 AT 4:15 O'CLOCK P.M.
 DEC 02 2014
 ARTURO GUALADO, JR., COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 DEPUTY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint the following company employees, individually,

Leandra Vasquez

of **Austin** and State of **Texas** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Unlimited

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of November, 2011.



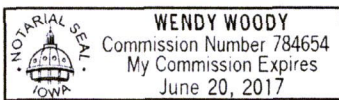
MERCHANTS BONDING COMPANY (MUTUAL)
 MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
 President

STATE OF IOWA
 COUNTY OF POLK ss.

On this 1st day of November, 2011, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
 COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of October, 2014.



William Warner Jr.
 Secretary

Texas



Western Surety Company

FILED
 AT 2:15 O'CLOCK P.M.
 DEC 17 2014
 ARTURO GUAJARDO, JR., COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 DEPUTY

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
 County of HIDALGO } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 62243957

That we, JAIME JERRY MUNOZ, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto ¹County Judge _____, his successors in office, in the sum of ²Five Thousand and 00/100 DOLLARS (\$5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 15th day of December, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 15th day of December, 2014, duly Elected (Elected—Appointed) to the office of Justice of the Peace in and for ³HIDALGO County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴

faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDE HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any amount shall not be cumulative.

PROVIDE FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



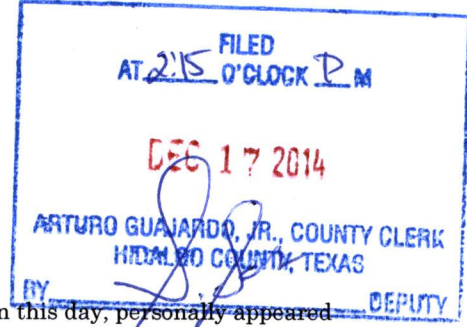
Jaime Munoz Principal
 WESTERN SURETY COMPANY

By Paul T. Bruffat
 Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Hidalgo } ss



Before me, Miriam Mustaffa on this day, personally appeared Jaime Jerry Muñoz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Palmview, Texas, this 17 day of December, 2014.

Miriam Mustaffa
Hidalgo County, Texas

SEAL



OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

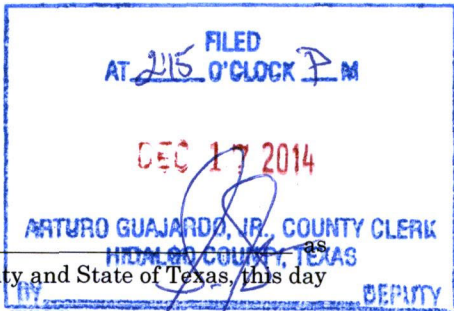
I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas



THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____
_____ in and for _____ County and State of Texas, this day
approved in open Commissioner's Court.

ATTEST: _____ Date _____,

_____ Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the _____ day of _____, _____, with its certificates of
authentication, was filed for record in my office the _____ day of _____, _____, at
_____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at
_____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page
_____.

WITNESS my hand and the seal of the County Court of said County, at office in _____,
Texas, the day and year last above written.

_____ Clerk
By _____ Deputy _____ County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 15th day of December,
2014, personally appeared Paul T. Bruflat to me known to be the identical
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



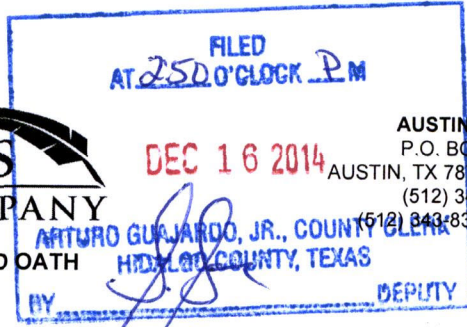
M. Bent
Notary Public

My Commission Expires March 2, 2020

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171
(515) 243-3854 FAX

MERCHANTS BONDING COMPANY

TEXAS OFFICIAL BOND AND OATH



Bond No. TX 803134

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033
(512) 343-8363 FAX

THE STATE OF TEXAS }
County of Hidalgo } ss.

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Alfredo Zamarripa, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hidalgo County Judge, his successors in office, in the sum of Five Hundred Thousand and no/100 (\$500,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2011, duly Appointed to the office of County Treasure's Office Chief Deputy in and for Hidalgo County in the State of Texas, for a term beginning the 1st day of January, 2015 and ending the 31st day of December, 2018.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

"faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2014

Alfredo Zamarripa Principal

Alfredo Zamarripa
MERCHANTS BONDING COMPANY (Mutual)
By: Leandra Vasquez
Leandra Vasquez, Attorney-in-fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Hidalgo } ss.
Before me, Monica Badillo

Alfredo Zamarripa known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Edinburg, Texas
this 21st day of November, 2014
Monica Badillo
Hidalgo County, Texas.



OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

FILED
AT 2:50 O'CLOCK P.M.

DEC 16 2014

ANTONIO GONZALEZ, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, Alfredo Zamarripa, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Hidalgo County Treasurer's office Chief Deputy of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Alfredo Zamarripa

Sworn to and subscribed before me at Edinburg, Texas, this 21st day of December, 2014



Monica Badillo
Hidalgo County, Texas

THE STATE OF TEXAS

County of _____ } ss

The foregoing bond of _____ in and for _____ County and State of Texas, as this day approved in open Commissioner's Court.

ATTEST:

Date _____

County Court _____ County _____

County Judge, _____ County, Texas

THE STATE OF TEXAS

County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk

By _____ Deputy County Court _____ County

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY
for Company Employees

FILED
 AT 2:50 O'CLOCK P.M.
 DEC 16 2014
 ARTURO GUAJARDO, JR. COUNTY CLERK
 POLK COUNTY TEXAS
 MERIDITY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies", and that the Companies do hereby make, constitute and appoint the following company employees, individually,

Leandra Vasquez

of **Austin** and State of **Texas** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Unlimited

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of November, 2011



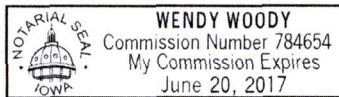
MERCHANTS BONDING COMPANY (MUTUAL)
 MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
 President

STATE OF IOWA
 COUNTY OF POLK ss.

On this 1st day of November, 2011, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
 COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of October, 2014



William Warner Jr.
 Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.



The Ohio Casualty Insurance Company

BOND

FILED AT 2:50 O'CLOCK P.M. DEC 16 2014 ARTURO GUAJARDO, JR., COUNTY CLERK HIDALGO COUNTY, TEXAS No. 601084711 DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

That we Norma G. Garcia of 2810 S. Business Hwy 281 Edinburg TX 78539, as Principal (Street) (City) (State) (Zip)

(Insert Full Name [top line] and Address [bottom line] of Principal)

and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire (hereinafter called the Surety), are held and firmly bound unto

Hidalgo County Judge

302 W. University Dr. Edinburg TX 78539 (Street) (City) (State) (Zip)

(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of Five Hundred Thousand & 00/100 (\$ 500,000.00)

DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED 12/12/2014

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That Whereas, the said Principal has been elected or appointed to (or holds by operation of law) the office of Hidalgo County Treasurer

for a term beginning on 12/12/2014 and ending on 12/12/2018

NOW, THEREFORE, If the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void: otherwise to remain in full force and effect.

(Provision)

Norma G. Garcia

By: Norma G. Garcia

The Ohio Casualty Insurance Company

By: Aksel Firat Attorney-in-Fact

OATH OF OFFICE

FILED
AT 2:50 O'CLOCK P.M.
DEC 16 2014
ARTURO GNAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

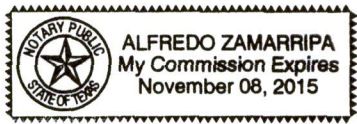
STATE OF TEXAS
County of Hidalgo } SS

I, Norma G. Garcia,
do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the
Constitution of the State of Texas and that I will discharge the duties of my office of
Hidalgo County Treasurer

with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, and money or
other valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses
expressly authorized by law; that I have not knowingly violated any election law of this State, or procured it to be done by
others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the
performance or non-performance of any act or duty pertaining to my office than the compensation allowed by law. So help
me God.

Norma G. Garcia
Norma G. Garcia

Sworn to and subscribed before me this 16th day of DECEMBER, 2014



Alfredo Zamarripa

Principal: Norma G. Garcia

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Surety Placement Services LLC

Obligee: Hidalgo County Judge

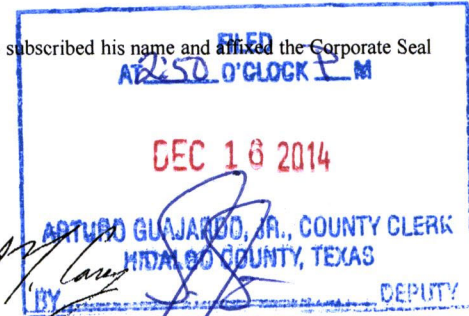
Agent Code: 021482

Bond Number: 601084711

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Jason Ford, James Bounds, Lacey Bearsto, Aksel Firat, Buck Ford of Scottsdale, Arizona its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Teresa Pastella
Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 12th day of December, 2014.



Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



The Ohio Casualty Insurance Company

FILED AT 2:50 O'CLOCK P.M. DEC 16 2014 ARTURO GUERRA, JR., COUNTY CLERK HIDALGO COUNTY, TEXAS DEPUTY

STIPULATION

To be attached to and form part of Bond No. 601084711

issued by The Ohio Casualty Insurance Company on behalf of Norma G. Garcia

in favor of Hidalgo County Judge in the amount of Five Hundred Thousand and no/100ths Dollars (\$ 500,000.00)

Dollars, and dated 12/12/2014

WHEREAS, it is the desire of all parties that this bond be amended as hereinafter provided.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that said bond hereinbefore described is hereby amended as follows:

Term dates: From: 12/12/2014-12/12/2018 To: 1/1/2015-12/31/2018

IT IS FURTHER STIPULATED AND AGREED that nothing herein contained shall vary, alter or modify any of the conditions of said bond except as herein expressly modified.

SIGNED, SEALED and DATED: December 15, 2014

Norma G. Garcia Principal

By: Norma G. Garcia

The Ohio Casualty Insurance Company

By: Lacey Boairsto Attorney-In-Fact

Agreed to and accepted by:

Hidalgo County Judge

By: Ramon Garcia

Principal: Norma G. Garcia

POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

Agency Name: Surety Placement Services LLC

Obligee: Hidalgo County Judge

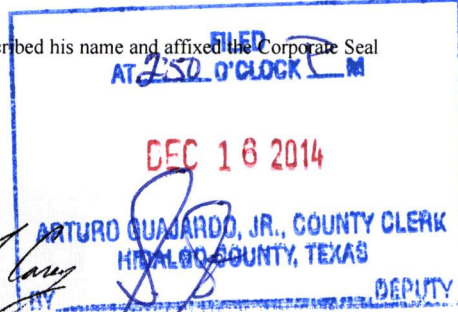
Agent Code: 021482

Bond Number: 601084711

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, a New Hampshire Corporation, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Jason Ford, James Bounds, Lacey Bearsto, Aksel Firat, Buck Ford of Scottsdale, Arizona its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all** BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, NH, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

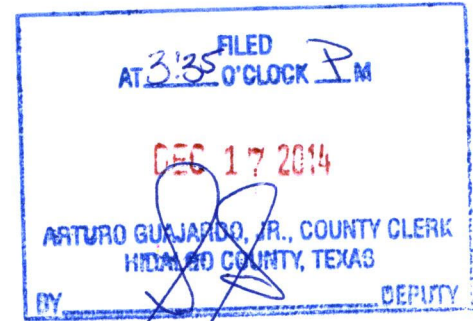
I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 15th day of December, 2014.

Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary





CONTINUATION CERTIFICATE

To be attached to and form a part of bond number 601010877 (the "Bond"), cross reference bond number _____ for Public Official _____, dated the 24th day of August, 2011, in the penal sum of \$500,000.00 issued by The Ohio Casualty Insurance Company, as Surety (the "Surety"), on behalf of Homero Garza

as principal (the "Principal"), In favor of Hidalgo County Treasurer

_____, as obligee (the "Obligee").

The Surety hereby certifies that the Bond is continued in full force and effect until the 31st day of December, 2017, subject to all covenants and conditions of said Bond.

Said bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 11th day of December, 2014.

The Ohio Casualty Insurance Company (Surety)

By: [Signature] Attorney-in-Fact Lacey Bearsto

OLD REPUBLIC SURETY GROUP

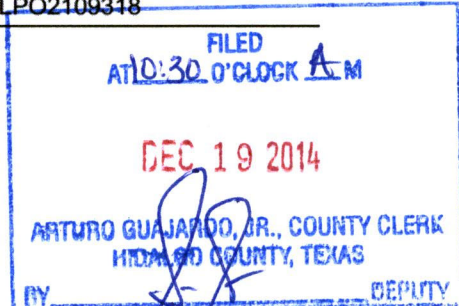
445 S. Moorland Rd., Ste. 200, Brookfield, WI 53005



- Old Republic Surety Company
- Old Republic Insurance Company
- _____

Bond No. LPO2109318

Official Bond



KNOW ALL MEN BY THESE PRESENTS:

That we Norma G. Garcia, of P.O. Box 1073, Donna, TX 78537 as principal and Old Republic Surety Company, as Surety, are held and firmly bound unto Hidalgo County Drainage Dist. #1

and or his successors in penal sum of Fifty Thousand and No/100---- (\$ 50,000.00) Dollars for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 17th day of December, A.D. 2014

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That Whereas, the said Principal has been elected or appointed to (or holds by operation of law) the office of County Treasurer for a term beginning on 1/01/2015 and ending on 12/31/2018

NOW, THEREFORE, If the said principal shall faithfully perform and discharge all the duties required of him by law aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

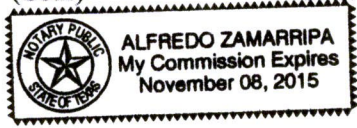
IN TESTIMONY WHEREOF, Witness our hands.

Norma G. Garcia
Principal Norma G. Garcia

OATH OF OFFICE

"I Norma G. Garcia, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Hidalgo County Treasurer of this State, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the getting or withholding a vote at the election at which I was elected. So help me God."

(Seal) Sworn to and subscribed before me, at EDINBURG, TEXAS



this 19th day of DECEMBER, A.D. 2014

Alfredo Zamarripa
Notary Public

Montalvo Insurance Agency
(Agency)
By Ramona Montalvo

Old Republic Surety Company
(Surety)
By Jesusa Leguia
Attorney-in-Fact



OLD REPUBLIC SURETY COMPANY

FILED
AT \$30 O'CLOCK AM

POWER OF ATTORNEY

NOV 19 2014
ARTURO GUJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRIAN P. KINDER, TERESA SEGOVIA, LESIA SLUCK, SHARYL MARKOVITS, CELIA MARTINEZ, RYAN RAUCH, OF DALLAS, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS(\$250,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26TH day of NOVEMBER, 2014.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 26TH day of NOVEMBER, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-0030

Signed and sealed at the City of Brookfield, WI this _____ day of _____.



Jan E. Cherny
Assistant Secretary

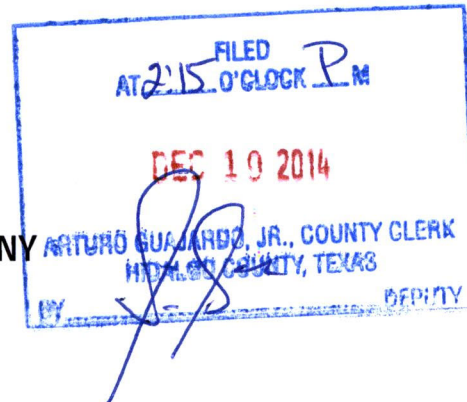
OLD REPUBLIC SURETY COMPANY

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

Bond No. 90 45 7531 8



OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS



KNOW ALL PERSONS BY THESE PRESENTS:

That we, JESUS MORALES of _____
Principal

1902 JOE STEPHENS AVE STE 302 WESLACO TX 78599
Street Address City State zip

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto HIDALGO COUNTY JUDGE

in the penal sum of FIVE THOUSAND AND NO/100 Dollars

(\$ 5,000.00), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 6TH day of NOVEMBER, 2014.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of JUSTICE OF THE PEACE

_____ for a term of FOUR YEARS
_____ beginning on JANUARY 1, 2015 and
ending on DECEMBER 31, 2018.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

Principal



STATE FARM FIRE AND CASUALTY COMPANY
By: Suzanne M. Robertson
Attorney-in-fact

The within bond and the Surety thereon are hereby approved this 19 day of DEC, 2014

OATH OF OFFICE

STATE OF TEXAS

SS

COUNTY OF HIDALGO

JESUS MORALES being
Principal (print name)

duly sworn, says that he/she will support the constitution of the United States and of the State of

and that he/she will faithfully, honestly and impartially perform and discharge the

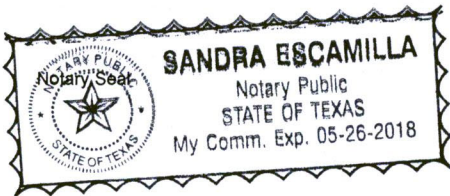
duties of the office/position to which he/she has been appointed while he/she shall hold said office.

[Signature]
Signature of Principal
Sworn to by said JESUS MORALES
Principal (print name)

before me, and subscribed in my presence this

19 day of DECEMBER A.D. 2014
[Signature]
Notary Public

5-26-2018
Commission Date



Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

FILED
AT 2:15 O'CLOCK PM
DEC 19 2014
BLOOMINGTON, ILLINOIS
COUNTY CLERK

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Eugina Brant, Amanda J. Clifton, Ceola Campbell, Pamela Chancellor, Julie Fehman, Kim Filter, Mark Fink, Julie Freed, Matthew J. Gibbons, Jay W. Hendren, John R. Horton, Jerry Jacek, Cynthia Johnson, Susan K. Johnson, Connie S. Knox, Christine Macdonnell, Lori McDowell, Thomas P. Miller, Melissa L. Morris, Vicki Redman, Leann Rees, Suzanne M. Robertson, Alice Schuler, Karsh Sparks, Mary A. Spotts, Steven M. Straub, Heidi Stevens, Perry Tracy, Kathy J. Walker, Karen Weber, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s) in Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 10 th day of September, 2013, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 10 th. day of September, 2013.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2017, UNLESS SOONER REVOKED AS PROVIDED.

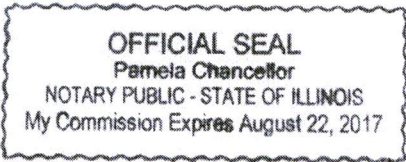


STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 10th day of September, 2013, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



Pamela Chancellor
Notary Public
My commission expires August 22, 2017

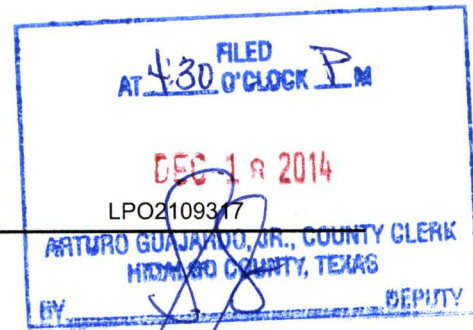
CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 6TH day of NOVEMBER, 2014.



Susan K. Johnson
Susan K. Johnson - Assistant Treasurer



PUBLIC OFFICIAL BOND

No. _____

LPO2109317

KNOW ALL MEN BY THESE PRESENTS:

That we, Ramon Garcia
of 222 W. University State of Texas
as Principal and the Old Republic Surety Company Organized under the Laws of the State of
Wisconsin, as Surety, with its Home Office in Brookfield, in said state,
are held and firmly bound unto Hidalgo County Treasurer
222 W. University Edinburg, TX 78539, as Obligee,

in the sum of Ten Thousand and No/100 Dollars (\$ 10,000.00),

for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 24th day of November, 2014.

WHEREAS, the above-named Principal has been duly appointed or elected County Judge
of the Hidalgo County Treasurer State of Texas
for the definite/indefinite term beginning on the 1st day of January, 2015
and ending on the January 1, 2019.

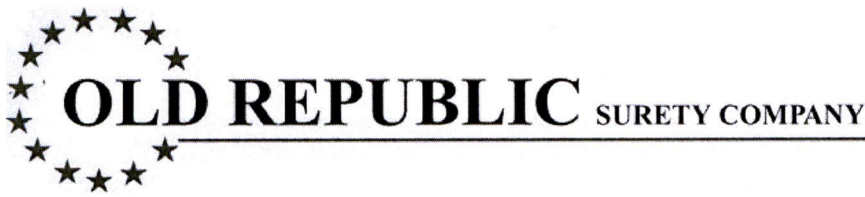
NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty (30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: A J ROJAS By Ramon Garcia
Ramon Garcia Principal

Witness: Mary C Hopper By Karen McClusky
Old Republic Surety Company
Surety
Karen McClusky





FILED AT 4:30 O'CLOCK P.M. DEC 18 2014 POWER OF ATTORNEY ASTURO GUAJARDO, JR., COUNTY CLERK HILLSBORO COUNTY, TEXAS BY [Signature] DEPUTY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Karen A. McClusky of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: All Written Instruments

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of November, 2014.

[Signature of Jane E. Cherney] Assistant Secretary



OLD REPUBLIC SURETY COMPANY [Signature of Alan Pavlic] President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS On this 24th day of November, 2014, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature of Kathryn R. Pearson] Notary Public My Commission Expires: September 28, 2018 (Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 24th day of November, 2014. [Signature of Phyllis M. Johnson] Assistant Secretary



FILED
AT 4:00 O'CLOCK P.M.
DEC 19 2014
No. LPO2109322
ARTURO GUERRERO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Eduardo Cantu
of 2912 S. Jackson, McAllen State of Texas
as Principal and the Old Republic Surety Organized under the Laws of the State of
Wisconsin, as Surety, with its Home Office in Brookfield, in said state,
are held and firmly bound unto Hidalgo County Treasurer
2810 S. Business Hwy. 281, Edinburg, Texas 78539, as Obligee,
in the sum of Three Thousand Dollars Dollars (\$ 3,000.00),
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 17th day of December, 2014.

WHEREAS, the above-named Principal has been duly appointed or elected County Commissioner
of the Hidalgo County State of Texas
for the definite/indefinite term beginning on the 1st. day of January, 2015
and ending on the 31 of December, 2018.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully
perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands
in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect;
provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the
Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such
money on legal demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty
(30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: Raquel Valdez

By Eduardo Cantu Principal

Witness: Imelda Morin

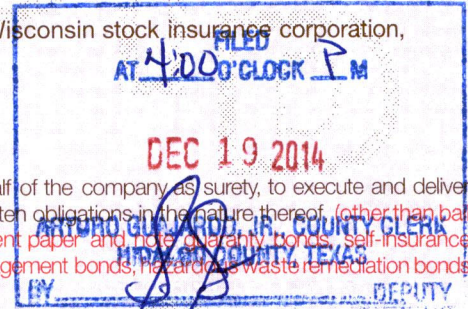
By Ramon Montalvo III Attorney-in-Fact
Old Republic Surety Surety



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

RAMON MONTALVO, III, OF WESLACO, TX



its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

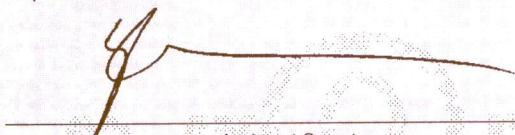
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

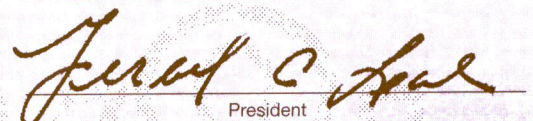
IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of JUNE, 2010.



 Assistant Secretary
 STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS



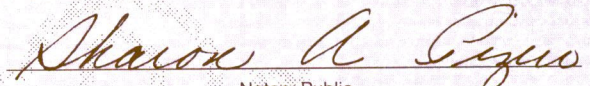
OLD REPUBLIC SURETY COMPANY



 President

On this 22ND day of JUNE, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.





 Notary Public
 My commission expires: 12/02/2012

CERTIFICATE

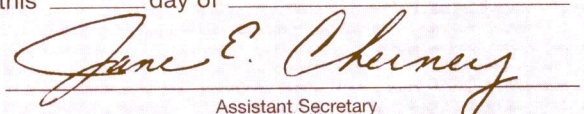
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5610



Signed and sealed at the City of Brookfield, WI this _____ day of _____

MONTALVO INSURANCE AGENCY



 Assistant Secretary

AI -47879

Human Resources 8. A.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted By: Rosie Cantu, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No. 1 Parks (1100)/ Road Maintenance (1200):

1. Approval of the following personnel actions, effective 01/01/2015:

Action	Dept/ Pgrm	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	121-013	0010	Heavy Equipment Operator III	\$27,405.00	Heavy Equipment Operator III	\$30,324.00	\$2,919.00

2. Approval to waive Section 3.22 of the Civil Service Commission Rules and reclassify the following full-time position, as per sections 3.22-3.28 of the Civil Service Commission Rules, effective 01/01/2015.

Action	Dept/ Pgrm	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	121-013	0007	Clerk/ Receptionist	\$29,150.00	Accounts Payable Clerk	\$32,150.00	\$3,000.00
Reclassify	121-005	0046	Heavy Equipment Operator I	\$27,124.00	Heavy Equipment Operator III	\$30,324.00	\$3,200.00
Reclassify	121-005	0109	Heavy Equipment Operator III	\$30,342.00	Crew Leader II	\$33,542.00	\$3,200.00

3. Approval of transfer(s).

4. Approval of revised salary schedule(s).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	12/19/2014 08:49 AM
Form Started By: Rosie Cantu		Started On: 12/18/2014 04:29 PM
Final Approval Date: 12/19/2014		

AI -47871

Human Resources 8. B.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 Sanitation (1100)/Pct 3 Rd. Maintenance. (1200):

1. Discussion, consideration, and approval of the following salary adjustments, effective 01/01/2015:

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	123-001	0006	Supervisor	\$30,900.00	Supervisor	\$32,000.00	\$1,100.00
Salary Adjustment (Increase)	123-005	0030	Mechanic II	\$29,660.00	Mechanic II	\$33,000.00	\$3,340.00
Salary Adjustment (Increase)	123-005	0074	Heavy Equipment Operator III	\$28,840.00	Heavy Equipment Operator III	\$33,000.00	\$4,160.00

2. Approval to waive Section 3.22 of the Civil Service Commission Rules and reclassify the following full-time position, as per sections 3.22-3.28 of the Civil Service Commission Rules, effective 01/01/2015.

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	123-005	0037	Maintenance II	\$29,217.00	Traffic Safety Specialist I	\$31,000.00	\$1,783.00

3. Approval of transfer(s).

4. Approval of revised salary schedule(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1100-4XX-XX-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available pending commissioners' court approval of AI-47757.

FISCAL YEAR: 2015

ACCT. #: 5-1200-431-00-123-005-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available from Pct 3 R&B departmental budget. (see transfer)

FISCAL YEAR: see below

ACCT. #: see below

FUNDS AVAILABLE Y/N?: see below

MATCHING FUNDS Y/N?: n/a

BUDGETARY IMPACT:

Personnel action in Rd Maintenance 123-005 to be funded via interdepartmental transfer from co wide admin contingency (5-1100-415-00-115-002-0-899)....pending cc approval.

Personnel action in Sanitation 123-001 to be funded via interdepartmental transfer from fuel object code 626.....pending cc approval.

Attachments

par

transfer

transfer

fiscal

SS

Form Review

Inbox

Purchasing Department

Form Started By: Rosie Cantu

Final Approval Date: 12/19/2014

Reviewed By

Monica Badillo

Date

12/19/2014 08:49 AM

Started On: 12/18/2014 11:11 AM



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT 3 SANITATION (123-001)

DATE: 12/18/14

CURRENT POSITION TITLE: SUPERVISOR

CURRENT SLOT. #: 0006

REQUESTED POSITION TITLE: SUPERVISOR
 (For new positions or reclassifications)

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other SALARY ADJUST (INCREASE)

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 30,900.00 \$ 32,000.00 \$ 1,100.00
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other CO WIDE ADMIN CONTINGENCY (5-1100-415-00-115-002-0-899)

POSITION Type:

Full Time Employee Object 113
 Part Time Employee Object 114 _____
 Enter hourly rate for temp. positions
 Full Time Temporary Object 121
 Part Time Temporary Object 122 \$ _____
 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
------------	----------	----------------------	----------------	------------------------------------

CIVIL SERVICE:	FLSA:
Exempt <input type="checkbox"/>	Exempt <input type="checkbox"/>
Non-Exempt <input checked="" type="checkbox"/>	Non-Exempt <input checked="" type="checkbox"/>
N/A <input type="checkbox"/>	

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE SUPERVISOR POSITION IS ASSIGNED SUPERVISORY DUTIES IN THE ABSENCE OF THE DIRECTOR. THE EMPLOYEE IN THIS POSITION OVERSEES EMPLOYEES AND LADNFILL OPERATIONS. THE EMPLOYEE ALSO HOLDS A LICENSE TO OPERATE LANDFILL.


NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|---|----------|-----------------------------------|------------------------------|--|
| 1. |  | 12/18/14 | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| | DEPARTMENT HEAD | DATE | | | |
| 2. | _____ | _____ | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. | _____ | _____ | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | _____ | _____ | _____ | _____ | _____ |
| | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Road & Bridge Pct. 3 123-005

DATE:

CURRENT POSITION TITLE: mechanic II

CURRENT SLOT. #:

REQUESTED POSITION TITLE: mechanic II
(For new positions or reclassifications)

005-030

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other Salary Increase

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 29,666.00 \$ 33,000.00 \$ 3,340.00 @
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other _____

POSITION Type:

- Full Time Employee Object 113
 Part Time Employee Object 114 _____
 Enter hourly rate for temp. positions
 Full Time Temporary Object 121
 Part Time Temporary Object 122 \$ _____
 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

- CIVIL SERVICE:**
 Exempt FLSA: Exempt
 Non-Exempt Non-Exempt
 N/A

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Mr. Galindo is overseeing responsibilities of Head Mechanic.

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsfdsf

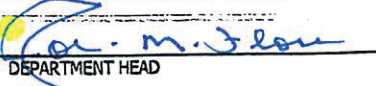
POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|--|------|-----------------------------------|------------------------------|-----------------------------|
| 1. | 
DEPARTMENT HEAD | DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. | sdfgsdfg
HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | DATE | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Road & Bridge Pct. 3 123-005 **DATE:** 12-4-14

CURRENT POSITION TITLE: Maintenance II ^(u) **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: Traffic Safety Specialist I **005-037**
 (For new positions or reclassifications)

REQUEST FOR:

- New Position
 Temporary Position
 Position Reclassification*
 Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 29,217.⁰⁰ \$ 31,000.⁰⁰ \$ 1,783.00 @
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

- Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other _____

POSITION Type:

- Full Time Employee Object 113
 Part Time Employee Object 114 _____
 Enter hourly rate for temp. positions
 Full Time Temporary Object 121
 Part Time Temporary Object 122 \$ _____
 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
------------	----------	----------------------	----------------	------------------------------------

- | | |
|--|---|
| CIVIL SERVICE:
Exempt <input type="checkbox"/>
Non-Exempt <input checked="" type="checkbox"/>
N/A <input type="checkbox"/> | FLSA:
Exempt <input type="checkbox"/>
Non-Exempt <input checked="" type="checkbox"/> |
|--|---|

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfgsdf

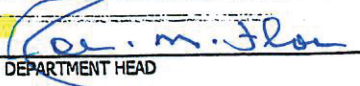
POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

- | | | | | | |
|----|---|------|-----------------------------------|------------------------------|-----------------------------|
| 1. |  | DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT HEAD | | | | |
| 2. | sdfgsdfg | DATE | PERSONNEL PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | HUMAN RESOURCES DIRECTOR | | | | |
| 3. | | DATE | BUDGET PROCEDURES COMPLETED | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | | | | |
| 4. | | DATE | | | |
| | COMMISSIONERS COURT APPROVAL | | | | |



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT 3 ROAD MAINTENANCE (123-005) **DATE:** 12/18/14

CURRENT POSITION TITLE: HEAVY EQUIPMENT OPERATOR III **CURRENT SLOT. #:** 0074

REQUESTED POSITION TITLE: HEAVY EQUIPMENT OPERATOR III
(For new positions or reclassifications)

REQUEST FOR:

New Position
 Temporary Position
 Position Reclassification*
 Other SALARY ADJUST (INCREASE)

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 28,840.00 \$ 33,000.00 \$ 4,160.00
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget
 Annual Budget Cycle
 Will Require Additional Funds
 Other _____

POSITION Type:

Full Time Employee Object 113
 Part Time Employee Object 114 _____
 Full Time Temporary Object 121
 Part Time Temporary Object 122 \$ _____
 Enter hourly rate for temp. positions
 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
------------	----------	----------------------	----------------	------------------------------------

CIVIL SERVICE: Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	FLSA: Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/>
--	---

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

ALL HEAVY EQUIPMENT OPERATOR III EARNING \$33,000.0.- BRINGING THE SALARY TO PAR WITH THE OTHER EMPLOYEES.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	<u><i>[Signature]</i></u> DEPARTMENT HEAD	<u>12/18/14</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	<u><i>[Signature]</i></u> HUMAN RESOURCES DIRECTOR	<u>12/19/14</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	<u><i>[Signature]</i></u> DEPARTMENT OF BUDGET & MANAGEMENT	<u>12/19/2014</u> DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

**HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED**

Job Title:	Traffic Safety Specialist I	FLSA Status:	Non-Exempt
	123-005		
Department:	2121, 2521, 3121, 3521	Civil Service Status:	Non-Exempt

SUMMARY

Maintains safe conditions on all county roads and bridges within Precinct. Employee will be responsible for all county road traffic control signs/devices.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Installs all road signs within the precinct.
- May operate chainsaw to clear brush from right of way.
- May drive county vehicle to haul materials to and from the worksite.
- Tamps, packs and levels dirt, gravel or asphalt.
- Uses hand tools to dig holes.
- May assist in installing, assembling and maintaining barricades.
- Loads materials, trash, brush, etc., onto truck. May sometimes unload the same.
- Checks daily construction schedule to keep appraised of materials needed on the job.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED) preferred; and
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

HIDALGO COUNTY
 COMMISSIONER COURT
 2015 SALARY SCHEDULE

AI - 47871

5-1200-431-00-123-005-0

PCT 3 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	\$86,888.00	\$0.00	\$86,888.00	0	\$0.00	\$0.00	\$86,888.00	\$0.00	\$660.00	\$0.00	\$0.00	\$0.00	\$660.00	
0002	113	COORDINATOR	\$83,411.00	\$0.00	\$83,411.00	0	\$0.00	\$0.00	\$83,411.00	\$0.00	\$1,555.19	\$0.00	\$0.00	\$0.00	\$1,555.19	
0003	113	EXECUTIVE ASST	\$64,876.00	\$0.00	\$64,876.00	0	\$0.00	\$0.00	\$64,876.00	\$0.00	\$835.84	\$0.00	\$0.00	\$0.00	\$835.84	
0004	113	FIELD OPERATIONS DIRECTOR	\$62,559.00	\$0.00	\$62,559.00	0	\$0.00	\$0.00	\$62,559.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	
0005	113	ASSISTANT FIELD OPERATIONS DIRECTOR	\$56,238.00	\$0.00	\$56,238.00	0	\$0.00	\$0.00	\$56,238.00	\$0.00	\$701.82	\$0.00	\$0.00	\$0.00	\$701.82	
0007	113	ADMIN AIDE	\$46,806.00	\$0.00	\$46,806.00	0	\$0.00	\$0.00	\$46,806.00	\$0.00	\$660.00	\$0.00	\$0.00	\$0.00	\$660.00	
0008	113	PAVING SUPVSR	\$44,664.00	\$0.00	\$44,664.00	0	\$0.00	\$0.00	\$44,664.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$540.00	
0009	113	COMM LIAISON	\$42,313.00	\$0.00	\$42,313.00	0	\$0.00	\$0.00	\$42,313.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$480.00	
0010	113	MECHANIC III	\$43,260.00	\$0.00	\$43,260.00	0	\$0.00	\$0.00	\$43,260.00	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	
0011	113	MAINTENANCE III	\$38,934.00	\$0.00	\$38,934.00	0	\$0.00	\$0.00	\$38,934.00	\$0.00	\$780.00	\$0.00	\$0.00	\$0.00	\$780.00	
0013	113	HEAVY EQUIPMENT OPERATOR III	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
0014	113	HEAVY EQUIPMENT OPERATOR III	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$1,140.00	
0015	113	HEAVY EQUIPMENT OPERATOR III	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
0016	113	HEAVY EQUIPMENT OPERATOR II	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$1,020.00	
0017	113	HEAVY EQUIPMENT OPERATOR II	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$660.00	\$0.00	\$0.00	\$0.00	\$660.00	
0018	113	HEAVY EQUIPMENT OPERATOR II	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$480.00	
0019	113	HEAVY EQUIPMENT OPERATOR II	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	
0020	113	HEAVY EQUIPMENT OPERATOR II	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$840.00	\$0.00	\$0.00	\$0.00	\$840.00	
0022	113	HEAVY EQUIPMENT OPERATOR III	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$480.00	
0023	113	TRUCK DRIVER II	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$360.00	
0024	113	SUPERVISOR	\$36,771.00	\$0.00	\$36,771.00	0	\$0.00	\$0.00	\$36,771.00	\$0.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$1,020.00	
0026	113	TRUCK DRIVER II	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0027	113	TRUCK DRIVER II	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$540.00	
APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:									\$3,340.00	\$33,000.00						
0030	113	MECHANIC II	\$29,660.00	\$0.00	\$29,660.00	0	\$0.00	\$0.00	\$29,660.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
0031	113	INVOICE CLERK	\$29,339.00	\$0.00	\$29,339.00	0	\$0.00	\$0.00	\$29,339.00	\$0.00	\$551.71	\$0.00	\$0.00	\$0.00	\$551.71	
0032	113	TRUCK DRIVER II	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	
0033	113	TRUCK DRIVER III	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$540.00	
0034	113	TRUCK DRIVER II	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	
0035	113	TRUCK DRIVER II	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	
APPROVAL TO RECLASSIFY THE FOLLOWING FULL TIME POSITION & INCREASE THE BUDGETED SALARY:									\$1,783.00	\$31,000.00						
MAINTENANCE II—																
0037	113	TRAFFIC SAFETY SPECIALIST I	\$29,217.00	\$0.00	\$29,217.00	0	\$0.00	\$0.00	\$29,217.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	
0038	113	MAINTENANCE II	\$29,032.00	\$0.00	\$29,032.00	0	\$0.00	\$0.00	\$29,032.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0039	113	TRUCK DRIVER I	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	
0040	113	MAINTENANCE I	\$30,900.00	\$0.00	\$30,900.00	0	\$0.00	\$0.00	\$30,900.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$360.00	
0041	113	TRF SA/SPC II	\$28,959.00	\$0.00	\$28,959.00	0	\$0.00	\$0.00	\$28,959.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0042	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0043	113	HEAVY EQUIPMENT OPERATOR III	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0046	113	MAINTENANCE III	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$540.00	
0047	113	TRUCK DRIVER II	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$420.00	\$0.00	\$0.00	\$0.00	\$420.00	
0049	113	TRF SA/SPC II	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$660.00	\$0.00	\$0.00	\$0.00	\$660.00	

0050	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0051	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00
0053	113	CUSTODIAN	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780.00
0054	113	HEAVY EQUIPMENT OPERATOR II	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0055	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00
0056	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
0058	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0060	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0061	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00
0062	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00
0063	113	TIRE REPAIR	\$30,900.00	\$0.00	\$30,900.00	0	\$0.00	\$0.00	\$30,900.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00
0067	113	WELDER	\$33,743.00	\$0.00	\$33,743.00	0	\$0.00	\$0.00	\$33,743.00	\$0.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00
0072	113	HEAVY EQUIPMENT OPERATOR III	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:								\$4,160.00	\$33,000.00							
0074	113	HEAVY EQUIPMENT OPERATOR III	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$960.00
0075	113	HEAVY EQUIPMENT OPERATOR III	\$34,608.00	\$0.00	\$34,608.00	0	\$0.00	\$0.00	\$34,608.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00
0077	113	HUMAN RESOURCES COORDINATOR II	\$43,260.00	\$0.00	\$43,260.00	0	\$0.00	\$0.00	\$43,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0078	113	MAINTENANCE II	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0079	113	ASSISTANT FIELD OPERATIONS DIRECTOR	\$53,291.00	\$0.00	\$53,291.00	0	\$0.00	\$0.00	\$53,291.00	\$0.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00
0080	113	HEAVY EQUIPMENT OPERATOR I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0081	113	HEAVY EQUIPMENT OPERATOR I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0082	113	RIGHT OF WAY AGENT V	\$64,349.00	\$0.00	\$64,349.00	0	\$0.00	\$0.00	\$64,349.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0083	113	RIGHT OF WAY AGENT V	\$64,349.00	\$0.00	\$64,349.00	0	\$0.00	\$0.00	\$64,349.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0084	113	TRUCK DRIVER III	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0085	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR	\$41,638.00	\$0.00	\$41,638.00	0	\$0.00	\$0.00	\$41,638.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
0087	113	CLERK III	\$42,000.00	\$0.00	\$42,000.00	0	\$0.00	\$0.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0091	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0095	113	MAINTENANCE I	\$28,000.00	\$0.00	\$28,000.00	0	\$0.00	\$0.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0097	113	RECEPTIONIST/CLERK	\$28,000.00	\$0.00	\$28,000.00	0	\$0.00	\$0.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0099	113	ASSISTANT PAVING SUPERVISOR	\$34,000.00	\$0.00	\$34,000.00	0	\$0.00	\$0.00	\$34,000.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
TOTAL			\$2,511,373.00	\$0.00	\$2,511,373.00	0	\$0.00	\$9,283.00	\$2,520,656.00	\$0.00	\$31,124.56	\$0.00	\$0.00	\$0.00	\$0.00	\$31,124.56

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2015 SALARY SCHEDULE

AI - 47871

5-1100-432-00-123-001-0

SANITATION PCT 3

Slot #	Obj Code	POSITION TITLE	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	Other Allowances					2015 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SANIT DIRECTOR	\$49,749.00	\$0.00	\$49,749.00	0	\$0.00	\$0.00	\$49,749.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
0004	113	HEAVY EQUIPMENT OPERATOR II	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00
0005	113	HEAVY EQUIPMENT OPERATOR II	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
APPROVAL TO INCREASE THE BUDGETED SALARY FOR THE FOLLOWING FULL TIME POSITION:									\$1,100.00	\$32,000.00						
0006	113	SUPERVISOR	\$30,900.00	\$0.00	\$30,900.00	0	\$0.00	\$0.00	\$30,900.00	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00
0007	113	TRUCK DRIVER III	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00
0008	113	TRUCK DRIVER III	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00
0011	113	TRUCK DRIVER III	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00
0012	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
0013	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
0014	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00
0015	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00
0016	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00
0017	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
0020	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0021	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0027	113	MAINTENANCE I	\$25,626.00	\$0.00	\$25,626.00	0	\$0.00	\$0.00	\$25,626.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0028	113	MAINTENANCE I	\$25,626.00	\$0.00	\$25,626.00	0	\$0.00	\$0.00	\$25,626.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0030	113	MAINTENANCE I	\$25,626.00	\$0.00	\$25,626.00	0	\$0.00	\$0.00	\$25,626.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0031	113	MAINTENANCE I	\$25,626.00	\$0.00	\$25,626.00	0	\$0.00	\$0.00	\$25,626.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0032	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00
0033	113	HEAVY EQUIPMENT OPERATOR III	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00
0034	113	MAINTENANCE II	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0036	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0037	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0038	113	TRUCK DRIVER III	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00
0039	113	OFFICE CLERK	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0040	113	TRUCK DRIVER III	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00
0041	113	TRUCK DRIVER III	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0042	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
0043	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00
0046	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0047	113	MAINTENANCE I	\$28,840.00	\$0.00	\$28,840.00	0	\$0.00	\$0.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0048	113	TRUCK DRIVER III	\$32,960.00	\$0.00	\$32,960.00	0	\$0.00	\$0.00	\$32,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$1,019,513.00	\$0.00	\$1,019,513.00		\$0.00	\$1,100.00	\$1,020,613.00	\$0.00	\$9,660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,660.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI -47877

2014 Interdepartmental Transfers 9. A.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted For: Hector Palacios,
COMM.
PCT. #2

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Administration (1200):

Approval of 2014 interdepartmental transfer from Pct Rd Maint to Pct 2 Administration in the amount of 65,000.00.

BACKGROUND

Fiscal Impact

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 05:02 PM
Auditor's Office	Monica Badillo	12/19/2014 08:49 AM
Form Started By: Erika Zamora		Started On: 12/18/2014 03:20 PM
Final Approval Date: 12/19/2014		

DATE: December 18, 2014

DEPARTMENT HEAD: Commissoner Hector Palacios

2014
Interdepartmental Transfer



DEPARTMENT NAME: Hidalgo County Precinct #2 Adm

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

CONTACT PERSON: Erika Zamora PHONE: (956) 787-1891 Ext. 2015

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
4-1200-431-00-122-006-0- 890	Pct 2 Rd Maint	Other	(65,000.00)
TO			
4-1200-431-00-122-005-0- 745	Pct 2 Adm	Computer Equipment	17,000.00
4-1200-431-00-122-005-0- 665	Pct 2 Adm	Minor Computer Equipment	5,000.00
4-1200-431-00-122-005-0- 601	Pct 2 Adm	Office & Computer Supplies	18,000.00
4-1200-431-00-122-005-0- 743	Pct 2 Adm	Office Furniture & Equipment	5,000.00
4-1200-431-00-122-005-0- 661	Pct 2 Adm	Minor Office Furniture & Equipment	20,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund the purchase of computer equipment and furniture for the Pct 2 Field Operations Facility.

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI -47852

Precinct #2 9. B.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted For: Hector Palacios, COMM. Submitted By: Erika Zamora, COMM.
PCT. #2 PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of Agreement between the San Juan Cemetery Association and the County of Hidalgo, TX to overlay the roadways within the cemetery.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

WHEREAS, San Juan’s cemetery requires maintenance work as more particularly described on Exhibit A attached hereto (the “Work”);

County agrees to provide all labor and equipment necessary to perform and complete the Work;

2. San Juan authorizes County to perform the Work and services described herein within its cemetery.

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 02:55 PM
Manuel Chapa	Manuel Chapa	12/19/2014 08:41 AM
Purchasing Department	Monica Badillo	12/19/2014 08:49 AM
Form Started By: Erika Zamora		Started On: 12/17/2014 10:04 AM
Final Approval Date: 12/19/2014		

HIDALGO COUNTY §
 §
STATE OF TEXAS §

**AGREEMENT BY AND BETWEEN THE SAN JUAN CEMETERY ASSOCIATION
AND HIDALGO COUNTY, TEXAS**

The Agreement is made effective on the _____ day of _____, 201____ by between the San Juan Cemetery Association, a Texas non-profit corporation (“San Juan”) and the County of Hidalgo, Texas (“County”);

WHEREAS, San Juan is a non-profit Texas corporation which manages and owns a public non-perpetual care cemetery;

WHEREAS, San Juan’s cemetery has one or more grave markers more than fifty (50) years old;

WHEREAS, section 713.028 of the Texas Health and Safety Code provides for the purposes of historical preservation or public health, safety or welfare, a commissioners court may use public funds, county employees, county inmate labor as provided by Article 43.19, Code of Criminal Procedure, and county equipment to maintain a cemetery that has a grave marker more than 50 years old;

WHEREAS, San Juan’s cemetery requires maintenance work as more particularly described on Exhibit A attached hereto (the “Work”);

WHEREAS, by virtue of the authority in section 713.028 of the Health and Safety Code, Hidalgo County agrees to perform the Work.

NOW THEREFORE, San Juan and County in consideration of the mutual covenants expressed hereinafter, agree as follows;

1. County agrees to provide all labor and equipment necessary to perform and complete the Work;
2. San Juan authorizes County to perform the Work and services described herein within its cemetery.
3. The parties agree that County will be released of any and all duties and liabilities imposed by this Agreement, following completion of the Work described in this Agreement.

4. The parties hereto agree to coordinate work schedules in order to provide minimal disruption to the public visiting San Juan's cemetery;
5. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by San Juan and District, and not otherwise.
8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
9. **NOTICE.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be personally delivered against a written receipt, or sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to San Juan: San Juan Cemetery Association
405 Cemetery Road
San Juan, Texas 78589

If to County: Hidalgo County
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Commissioner, Precinct No. 2
Attention: Hector Palacios, Commissioner
300 West Hall Acres, Suite G
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

11. **AUTHORITY TO EXECUTE.** The execution and performance of this Agreement by San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of San Juan and County in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

SAN JUAN CEMETERY ASSOCIATION

By: _____

HIDALGO COUNTY, TEXAS


By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____

Stephen L. Crain

EXHIBIT A

Overlay of approximately 4,400 linear feet of 22 foot wide roadway, such roadway more particularly described in Exhibit A-1.



PENGAD 800-631-6989

EXHIBIT
A-1



Google earth

AI -47864

Budget and Management 10. A.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted For: Sergio Cruz Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO2014 (1345)

1. Approval of 2014 unappropriation of funds in the amount of \$750.00.
2. Approval of estimated revenues and appropriation of funds for Certificates of Obligation, Series 2014 in the amount of \$22,272,996.05.

Refunding Bonds 2014C (1446)

3. Approval of 2014 unappropriation of funds in the amount of \$2,550.00.
4. Approval of estimated revenues and appropriation of funds for Refunding Bonds, Series 2014C in the amount of \$26,672,364.40 and \$26,367,451.35 (respectively).

Tax Notes 2014 (1304)

5. Approval of 2014 unappropriation of funds in the amount of \$750.00.
6. Approval of estimated revenues and appropriation of funds for Tax Notes, Series 2014 in the amount of \$6,102,262.85.

BACKGROUND

The fiscal agent's fees were already included within the issuance costs.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1345-476-00-000-000-0-866

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 12/17/2014.

FISCAL YEAR: 2014

ACCT. #: 4-1446-476-00-000-000-0-866

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 12/17/2014.

FISCAL YEAR: 2014

ACCT. #: 4-1304-476-00-000-000-0-866

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

BUDGETARY IMPACT:

Funds available as of 12/17/2014.

Attachments

Unappropriations
revenues-appropriations

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 02:57 PM
Glinda Pacheco	Glinda Pacheco	12/18/2014 04:52 PM
Sergio Cruz	Sergio Cruz	12/18/2014 04:58 PM
Purchasing Department	Monica Badillo	12/19/2014 08:49 AM
Form Started By: Sylvia Solis		Started On: 12/17/2014 02:26 PM
Final Approval Date: 12/19/2014		

DATE: December 17, 2014

2014
Unappropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

Budget & Management for

DEPARTMENT NAME: CO2014 (1345)

ACCOUNT NUMBER: 4-1345-476-00-000-000-0-XXX

Contact Person: Sylvia Solis Ph# (956) 292-7025 ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1345-476-00-000-000-0-865	CO2014 - FISCAL AGENT'S FEES	(750.00)
TOTAL BUDGET INCREASE (DECREASE)		(750.00)

REASON: Unappropriation of funds as fiscal agent's fees were already included within the issuance costs for the Certificate of Obligations, Series 2014.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: December 17, 2014

2014
Unappropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for
REF BONDS 2014C (1446)

ACCOUNT NUMBER: 4-1446-476-00-000-000-0-XXX

Contact Person: Sylvia Solis Ph# (956) 292-7025 ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1446-476-00-000-000-0-865	REF BONDS 2014C - FISCAL AGENT'S FEES	(2,550.00)
TOTAL BUDGET INCREASE (DECREASE)		(2,550.00)

REASON: Unappropriation of funds as fiscal agent's fees were already included within the issuance costs for the Refunding Bonds 2014C.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: December 17, 2014

2014
Unappropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

Budget & Management for

DEPARTMENT NAME: Tax Notes 2014 (1304)

ACCOUNT NUMBER: 4-1304-476-00-000-000-0-XXX

Contact Person: Sylvia Solis Ph# (956) 292-7025 ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1304-476-00-000-000-0-865	TAX NOTE 2014 - FISCAL AGENT'S FEES	(750.00)
TOTAL BUDGET INCREASE (DECREASE)		(750.00)

REASON: Unappropriation of funds as fiscal agent's fees were already included within the issuance costs for the Tax Notes 2014.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

DATE: December 17, 2014

DEPARTMENT HEAD: Raymundo Eufrazio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 4-1XXX-XXX-XX-XXX-XXX-0-XXX

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

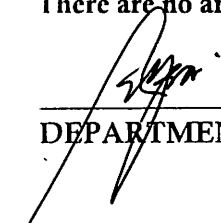
Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT NAME	AMOUNT
4-1345-393-10-000-000-0-000	CERT OF OBLIG,2014-BOND PROCEEDS	20,085,000.00
4-1345-393-60-000-000-0-000	CERT OF OBLIG,2014-BOND PREMIUM	2,187,996.05
4-1446-393-50-000-000-0-000	REF BONDS,2014C-BOND PROCEEDS	22,795,000.00
4-1446-393-60-000-000-0-000	REF BONDS,2014C-BOND PREMIUM	3,877,364.40
4-1446-492-00-000-000-0-892	REF BONDS,2014C-PMT TO REF BND ESCROW AGENT	26,367,451.35
4-1304-390-10-000-000-0-000	TAX NOTE 2014-BOND PROCEEDS	5,530,000.00
4-1304-390-60-000-000-0-000	TAX NOTE 2014-BOND PREMIUM	572,262.85
TOTAL BUDGET INCREASE REQUEST		\$ -

REASON: TO BUDGET C.O. SERIES 2014, REFUNDING BONDS, SERIES 2014C AND TAX NOTE SERIES 2014 PROCEEDS AND RELATED COSTS.

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


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI -47876

District Attorney 10. B.

CC - REGULAR

Meeting Date: 12/22/2014

Submitted By: Rosie Cantu, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

HIDTA US Treasury Asset Forfeiture (1252):

1. Approval of 2015 HIDTA US Treasury Asset Forfeiture Fund Budget (1252).
2. Approval of appropriation of the HIDTA US Treasury Asset Forfeiture funds.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1252-412-00-270-012-0-XXX

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

BUDGETARY IMPACT:

FUNDS AVAILABLE IN FUND BALANCE AS OF 01/01/15. APPROPRIATION IS PENDING CC APPROVAL.

Attachments

HIDTA Treasury Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/18/2014 04:49 PM
Purchasing Department	Monica Badillo	12/19/2014 08:49 AM
Form Started By: Rosie Cantu		Started On: 12/18/2014 03:12 PM
Final Approval Date: 12/19/2014		

DATE: December 03,2014

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1252-412-00-270-012-0-XXX (US Dept of Treasury Funds)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b



Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE NUMBER(S)	ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
5-1252-412-00-270-012-0-336	Computer Services	5,000.00
5-1252-412-00-270-012-0-339	Other Professional Services	5,000.00
5-1252-412-00-270-012-0-342	Information and Credit Services	15,000.00
5-1252-412-00-270-012-0-346	Hauling & Freight	1,500.00
5-1252-412-00-270-012-0-350	Other Services	1,000.00
5-1252-412-00-270-012-0-411	Water/Sewerage	5,000.00
5-1252-412-00-270-012-0-413	Surveillance and Security	2,000.00
5-1252-412-00-270-012-0-421	Disposal	2,000.00
5-1252-412-00-270-012-0-423	Custodial Service	6,500.00
5-1252-412-00-270-012-0-431	Repair & Maintenance Service-Buildings	2,000.00
5-1252-412-00-270-012-0-432	Repair & Maintenance Service-Equip & Vehicles	27,000.00
5-1252-412-00-270-012-0-439	Repair & Maintenance Service-Other	1,000.00
5-1252-412-00-270-012-0-441	Rental of Land and Building	10,000.00
5-1252-412-00-270-012-0-442	Rental of Equipment and Vehicle	4,000.00
5-1252-412-00-270-012-0-521	Bldg Insurance	2,000.00
5-1252-412-00-270-012-0-522	Liability Insurance - Vehicle	4,000.00
5-1252-412-00-270-012-0-523	Public Official Insurance	4,500.00
5-1252-412-00-270-012-0-524	Other Insurance	5,000.00
5-1252-412-00-270-012-0-525	Claims and Judgments covered by Insurance	10,000.00
5-1252-412-00-270-012-0-531	Telephone	6,500.00
5-1252-412-00-270-012-0-532	Mobile Phone	15,000.00
5-1252-412-00-270-012-0-534	Internet Service	4,000.00
5-1252-412-00-270-012-0-535	Postage and Express Mail Charges	2,000.00
5-1252-412-00-270-012-0-540	Advertising	5,000.00
5-1252-412-00-270-012-0-550	Printing	3,000.00
5-1252-412-00-270-012-0-583	Travel -out of county/Training	15,000.00
5-1252-412-00-270-012-0-584	Travel Registration fees	10,000.00
5-1252-412-00-270-012-0-585	Travel-Non Employee	5,000.00

5-1252-412-00-270-012-0-	601	Office Supplies	25,000.00
5-1252-412-00-270-012-0-	603	Education/Instruction	5,000.00
5-1252-412-00-270-012-0-	604	Medical & Lab Supplies	1,000.00
5-1252-412-00-270-012-0-	611	Police & Camera Supplies	10,000.00
5-1252-412-00-270-012-0-	613	Safety Supplies	3,000.00
5-1252-412-00-270-012-0-	619	Other Misc Supplies	3,000.00
5-1252-412-00-270-012-0-	622	Electricity	13,000.00
5-1252-412-00-270-012-0-	626	Vehicle Gasoline	35,000.00
5-1252-412-00-270-012-0-	631	Bottled Water	1,000.00
5-1252-412-00-270-012-0-	640	Books & Periodicals	1,000.00
5-1252-412-00-270-012-0-	661	Minor Office Furn & Equipment	5,000.00
5-1252-412-00-270-012-0-	664	Other Minor Equipment	2,000.00
5-1252-412-00-270-012-0-	665	Minor Computer Equip	2,000.00
5-1252-412-00-270-012-0-	667	Minor software	2,000.00
5-1252-412-00-270-012-0-	668	Police Weapons	5,000.00
5-1252-412-00-270-012-0-	671	Repair and Maintenance Supplies-Buildings	2,000.00
5-1252-412-00-270-012-0-	672	Repair and Maintenance Supplies-Equipment	5,000.00
5-1252-412-00-270-012-0-	679	Repair and Maintenance-Other	1,000.00
5-1252-412-00-270-012-0-	745	Computer Equipment	10,000.00
5-1252-412-00-270-012-0-	747	Software	5,000.00
5-1252-412-00-270-012-0-	748	Other Equipment	11,000.00
5-1252-412-00-270-012-0-	810	Dues and Memberships	3,000.00
5-1252-412-00-270-012-0-	811	Licenses and Permits	2,000.00
5-1252-412-00-270-012-0-	812	Software License Renewals	2,000.00
5-1252-412-00-270-012-0-	831	Court Costs and Investigation	11,000.00
5-1252-412-00-270-012-0-	841	Aid to Governmental Agencies	10,000.00
5-1252-412-00-270-012-0-	855	Late Fees,	2,000.00
5-1252-412-00-270-012-0-	890	Other	100,000.00

TOTAL APPROPRIATIONS

\$ 455,000.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF TREASURY ASSET FORFEITURE FUNDS

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

APPROVED BY
COMMISSIONER'S COURT

_____/_____/_____
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK