



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
September 15, 2015
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call**
- 2. Prayer**
- 3. Open Forum**
- 4. Approval of Consent Agenda**
- 5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations**
- 6. AI -51144** Second Public Hearing to discuss proposed 2015 Tax Rate. (Adoption of the 2015 Tax Rate and Approval of the District's 2016 Annual Budget will be held on September 29, 2015 at 9:00 a.m. in the Hidalgo County Old Administration Building, 100 E. Cano, Edinburg, Texas.)
- 7. AI -51361** Presentation of the Drainage District Annual Collections Report
- 8. AI -51318** Discussion, consideration and action on Amended and Restated Interlocal Cooperation Agreement between Hidalgo County Irrigation District No. 1 and Hidalgo County Drainage District No. 1
- 9. AI -51317** A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)-"Items for which competition is precluded because of existence of patents, copyrights, secret process or monopolies" in connection with the "Maintenance and Support Services Agreement" with Weidenhammer Systems Corporation.
B.) Approval of "Sole Source Declaration" with authority to purchase and

enter into a maintenance and support services agreement with Weidenhammer Systems Corporation as required by the Hidalgo County Treasurer's office to provide payroll services to Hidalgo County Drainage District No. 1 in the amount of \$24,124.00 for first year investment and \$4,040.00 for Year 2 annual subscription.

C.) Approval of Budget Amendment from the District's unreserved fund balance for the purchase of above mentioned software & equipment.

D.) Requesting approval to purchase (1) Power Edge R730 Dell Server through the District's membership with DIR Contract No. 42AFU in the amount of \$11,340.79.

10. **AI -51335** Requesting approval of Work Authorization No. 3 for Professional Agreement Pharr McAllen Drain & South Flood Water channel Watershed Improvement Project Pct. 2 in the amount \$143,704.30. L&G Engineering.

11. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. **Real Estate Acquisition**

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

12. **Open Session:**

- A. **Real Estate Acquisition**

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

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

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

15. **Adjourn**

AI -51144

6.

DRAINAGE DISTRICT

Meeting Date: 09/15/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Second Public Hearing to discuss proposed 2015 Tax Rate. (Adoption of the 2015 Tax Rate and Approval of the District's 2016 Annual Budget will be held on September 29, 2015 at 9:00 a.m. in the Hidalgo County Old Administration Building, 100 E. Cano, Edinburg, Texas.)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 04:24 PM
Final Approval	Monica Badillo	09/11/2015 05:29 PM
Form Started By: Monica Badillo		Started On: 08/28/2015 03:00 PM
Final Approval Date: 09/11/2015		

AI -51361

7.

DRAINAGE DISTRICT

Meeting Date: 09/15/2015

Submitted For: Edgar Jaramillo, TAX
OFFICE

Submitted By: Edgar Jaramillo, TAX
OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation of the Drainage District Annual Collections Report

BACKGROUND

Fiscal Impact

Attachments

DR Collections Report

Form Review

Inbox

Budget & Management

Purchasing Department

Form Started By: Edgar Jaramillo

Final Approval Date: 09/11/2015

Reviewed By

Debbie Tamez

Monica Badillo

Date

09/11/2015 05:00 PM

09/11/2015 05:29 PM

Started On: 09/11/2015 03:22 PM

DRAINAGE DIST #01
ANNUAL TAX COLLECTION REPORT

JULY 01, 2014 THRU JUNE 30, 2015

TABLE OF CONTENTS

PART 1 ANNUAL TAX COLLECTIONS REPORT
PART 2 CURRENT COLLECTIONS REPORT
PART 3 DELINQUENT COLLECTIONS REPORT
PART 4 RECAP REPORT
PART 5 REMITTANCES

PABLO "PAUL" VILLARREAL JR.
TAX ASSESSOR/COLLECTOR
2804 S. BUS. HWY 281
EDINBURG, TEXAS 78539

PART 1

ANNUAL TAX COLLECTIONS REPORT

**PABLO "PAUL" VILLARREAL JR., TAX ASSR & COLL
HIDALGO COUNTY DRAINAGE DISTRICT #1 ANNUAL TAX REPORT
JULY 01, 2014 THRU JUNE 30, 2015**

TAX COLLECTIONS	BASE	PEN & INT	ATTY FEE
CURRENT	25,309,699.12	263,521.90	8,493.79
DELINQUENT	1,485,375.77	541,528.68	269,861.42
ROLLBACK	68,606.73	1,741.08	534.32
TOTALS	26,863,681.62	806,791.66	278,889.53

TOTAL COLLECTED 2014-2015 DRAINAGE DISTRICT #1

27,949,362.81

DISBURSEMENTS

ATTORNEY FEES	278,889.53
COMMISSIONS & COSTS	286,886.22
HCAD RENDITON PENALTY FEE	1,431.13
CURRENT YEAR REFUNDS	(26,218.14)
PRIOR YEAR REFUNDS	(41,441.83)
TOTAL REFUNDS NETTED FROM TAX COLLECTIONS	(67,659.97)

RECAP

TOTAL CURRENT/DELINQUENT/ROLLBACK BASE	26,863,681.62
TOTAL PENALTY & INTEREST	806,791.66
TOTAL TAX COLLECTIONS	27,670,473.28
TOTAL ATTORNEY FEES	278,889.53
TOTAL	27,881,702.84
LESS REFUNDS DISBURSED THRU FISCAL YEAR	(67,659.97)
TOTAL COLLECTED 2014/2015	27,949,362.81
LESS COMM. & COSTS, HCAD REND. PENALTY FEE	288,317.35

TOTAL REVENUE DISBURSED TO DRAINAGE DISTRICT #1

27,661,045.46

TOTAL DISBURSED 2014-2015 DRAINAGE DISTRICT #1

27,949,362.81

DIFF.

AFFIDAVIT

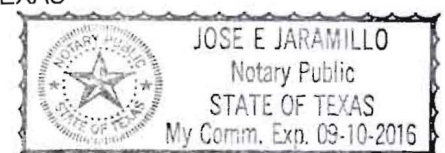
I, PABLO "PAUL" VILLARREAL JR., TAX ASSESSOR-COLLECTOR OF TAXES FOR DRAINAGE DISTRICT #1, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE FISCAL YEAR ENDING 2014-2015 IS CORRECT.

Pablo Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR DRAINAGE DISTRICT #1



SWORN AND SUBSCRIBED BEFORE ME THIS 19TH DAY OF AUGUST 2015

Jose E. Jaramillo
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



07/06/2015 23:41:14 1948205
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0002 DRAINAGE DIST #1

PAGE: 5
EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2014	M & O	.046600	12,324,258.86	.00	128,317.50	.00	12,452,576.36	8,493.79	.00	.00	12,461,070.15
	I & S	.049100	12,985,440.26	.00	135,204.40	.00	13,120,644.66	.00	.00	.00	13,120,644.66
	TOTAL	.095700	25,309,699.12	.00	263,521.90	.00	25,573,221.02	8,493.79	.00	.00	25,581,714.81
2013	M & O	.044900	426,394.90	.00	88,110.84	.00	514,505.74	139,006.65	.00	.00	653,512.39
	I & S	.050800	482,423.76	.00	99,688.10	.00	582,111.86	.00	.00	.00	582,111.86
	TOTAL	.095700	908,818.66	.00	187,798.94	.00	1,096,617.60	139,006.65	.00	.00	1,235,624.25
2012	M & O	.045400	127,126.37	.00	43,590.83	.00	170,717.20	39,771.80	.00	.00	210,489.00
	I & S	.029600	82,884.04	.00	28,420.95	.00	111,304.99	.00	.00	.00	111,304.99
	TOTAL	.075000	210,010.41	.00	72,011.78	.00	282,022.19	39,771.80	.00	.00	321,793.99
2011	M & O	.044100	64,729.94	.00	29,562.43	.00	94,292.37	21,953.26	.00	.00	116,245.63
	I & S	.029200	42,859.81	.00	19,575.39	.00	62,435.20	.00	.00	.00	62,435.20
	TOTAL	.073300	107,589.75	.00	49,137.82	.00	156,727.57	21,953.26	.00	.00	178,680.83
2010	M & O	.044700	48,429.57	.00	27,954.03	.00	76,383.60	17,556.73	.00	.00	93,940.33
	I & S	.027800	30,119.49	.00	17,385.29	.00	47,504.78	.00	.00	.00	47,504.78
	TOTAL	.072500	78,549.06	.00	45,339.32	.00	123,888.38	17,556.73	.00	.00	141,445.11
2009	M & O	.044900	36,449.86	.00	25,085.82	.00	61,535.68	13,915.76	.00	.00	75,451.44
	I & S	.027600	22,406.25	.00	15,420.90	.00	37,827.15	.00	.00	.00	37,827.15
	TOTAL	.072500	58,856.11	.00	40,506.72	.00	99,362.83	13,915.76	.00	.00	113,278.59
2008	M & O	.042000	26,198.67	.00	20,633.33	.00	46,832.00	10,557.90	.00	.00	57,389.90
	I & S	.028000	17,465.86	.00	13,755.35	.00	31,221.21	.00	.00	.00	31,221.21
	TOTAL	.070000	43,664.53	.00	34,388.68	.00	78,053.21	10,557.90	.00	.00	88,611.11
2007	M & O	.040000	17,265.98	.00	15,811.66	.00	33,077.64	5,754.73	.00	.00	38,832.37
	I & S	.009200	3,971.10	.00	3,636.49	.00	7,607.59	.00	.00	.00	7,607.59
	TOTAL	.049200	21,237.08	.00	19,448.15	.00	40,685.23	5,754.73	.00	.00	46,439.96
2006	M & O	.041300	10,041.54	.00	10,185.32	.00	20,226.86	2,672.55	.00	.00	22,899.41
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.041300	10,041.54	.00	10,185.32	.00	20,226.86	2,672.55	.00	.00	22,899.41
2005	M & O	.043500	7,621.70	.00	8,703.74	.00	16,325.44	2,262.21	.00	.00	18,587.65
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.043500	7,621.70	.00	8,703.74	.00	16,325.44	2,262.21	.00	.00	18,587.65
2004	M & O	.043500	6,279.72	.00	7,963.66	.00	14,243.38	2,016.71	.00	.00	16,260.09
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.043500	6,279.72	.00	7,963.66	.00	14,243.38	2,016.71	.00	.00	16,260.09
2003	M & O	.043500	4,921.50	.00	6,853.30	.00	11,774.80	1,697.06	.00	.00	13,471.86
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.043500	4,921.50	.00	6,853.30	.00	11,774.80	1,697.06	.00	.00	13,471.86

07/06/2015 23:41:14 1948205
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0002 DRAINAGE DIST #1

PAGE: 6
EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2002	M & O	.045600	4,392.20	.00	6,610.83	.00	11,003.03	1,591.91	.00	.00	12,594.94
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.045600	4,392.20	.00	6,610.83	.00	11,003.03	1,591.91	.00	.00	12,594.94
2001	M & O	.045600	3,731.91	.00	6,061.87	.00	9,793.78	1,415.43	.00	.00	11,209.21
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.045600	3,731.91	.00	6,061.87	.00	9,793.78	1,415.43	.00	.00	11,209.21
2000	M & O	.037600	2,517.84	.00	4,436.34	.00	6,954.18	1,022.15	.00	.00	7,976.33
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.037600	2,517.84	.00	4,436.34	.00	6,954.18	1,022.15	.00	.00	7,976.33
1999	M & O	.038400	2,182.08	.00	4,100.85	.00	6,282.93	924.55	.00	.00	7,207.48
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.038400	2,182.08	.00	4,100.85	.00	6,282.93	924.55	.00	.00	7,207.48
1998	M & O	.041000	2,381.09	.00	4,740.39	.00	7,121.48	1,049.85	.00	.00	8,171.33
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.041000	2,381.09	.00	4,740.39	.00	7,121.48	1,049.85	.00	.00	8,171.33
1997	M & O	.039000	1,834.70	.00	3,861.59	.00	5,696.29	835.29	.00	.00	6,531.58
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.039000	1,834.70	.00	3,861.59	.00	5,696.29	835.29	.00	.00	6,531.58
1996	M & O	.040900	1,306.35	.00	2,927.56	.00	4,233.91	623.80	.00	.00	4,857.71
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.040900	1,306.35	.00	2,927.56	.00	4,233.91	623.80	.00	.00	4,857.71
1995	M & O	.041500	1,038.90	.00	2,448.17	.00	3,487.07	511.20	.00	.00	3,998.27
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.041500	1,038.90	.00	2,448.17	.00	3,487.07	511.20	.00	.00	3,998.27
1994	M & O	.039600	791.46	.00	1,948.96	.00	2,740.42	1,099.66	.00	.00	3,840.08
	I & S	.071500	1,429.19	.00	3,519.18	.00	4,948.37	.00	.00	.00	4,948.37
	TOTAL	.111100	2,220.65	.00	5,468.14	.00	7,688.79	1,099.66	.00	.00	8,788.45
1993	M & O	.039300	383.01	.00	982.29	.00	1,365.30	562.61	.00	.00	1,927.91
	I & S	.078700	766.95	.00	1,967.18	.00	2,734.13	.00	.00	.00	2,734.13
	TOTAL	.118000	1,149.96	.00	2,949.47	.00	4,099.43	562.61	.00	.00	4,662.04
1992	M & O	.040200	319.92	.00	873.20	.00	1,193.12	555.99	.00	.00	1,749.11
	I & S	.086000	684.50	.00	1,868.01	.00	2,552.51	.00	.00	.00	2,552.51
	TOTAL	.126200	1,004.42	.00	2,741.21	.00	3,745.63	555.99	.00	.00	4,301.62
1991	M & O	.037500	256.38	.00	729.76	.00	986.14	495.08	.00	.00	1,481.22
	I & S	.089200	609.84	.00	1,735.88	.00	2,345.72	.00	.00	.00	2,345.72
	TOTAL	.126700	866.22	.00	2,465.64	.00	3,331.86	495.08	.00	.00	3,826.94

07/06/2015 23:41:14 1948205
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0002 DRAINAGE DIST #1

PAGE: 7
EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1990	M & O	.037100	139.00	.00	408.84	.00	547.84	341.87	.00	.00	889.71
	I & S	.121100	453.75	.00	1,334.56	.00	1,788.31	.00	.00	.00	1,788.31
	TOTAL	.158200	592.75	.00	1,743.40	.00	2,336.15	341.87	.00	.00	2,678.02
1989	M & O	.044900	167.24	.00	515.10	.00	682.34	366.34	.00	.00	1,048.68
	I & S	.117900	439.14	.00	1,352.56	.00	1,791.70	.00	.00	.00	1,791.70
	TOTAL	.162800	606.38	.00	1,867.66	.00	2,474.04	366.34	.00	.00	2,840.38
1988	M & O	.042000	90.22	.00	283.31	.00	373.53	216.89	.00	.00	590.42
	I & S	.125100	268.65	.00	843.83	.00	1,112.48	.00	.00	.00	1,112.48
	TOTAL	.167100	358.87	.00	1,127.14	.00	1,486.01	216.89	.00	.00	1,702.90
1987	M & O	.027100	84.36	.00	279.75	.00	364.11	335.73	.00	.00	699.84
	I & S	.140000	435.84	.00	1,445.05	.00	1,880.89	.00	.00	.00	1,880.89
	TOTAL	.167100	520.20	.00	1,724.80	.00	2,245.00	335.73	.00	.00	2,580.73
1986	M & O	.034000	75.93	.00	263.55	.00	339.48	245.65	.00	.00	585.13
	I & S	.130000	290.42	.00	1,007.68	.00	1,298.10	.00	.00	.00	1,298.10
	TOTAL	.164000	366.35	.00	1,271.23	.00	1,637.58	245.65	.00	.00	1,883.23
1985	M & O	.030300	65.14	.00	234.17	.00	299.31	240.60	.00	.00	539.91
	I & S	.132100	283.94	.00	1,020.95	.00	1,304.89	.00	.00	.00	1,304.89
	TOTAL	.162400	349.08	.00	1,255.12	.00	1,604.20	240.60	.00	.00	1,844.80
1984	M & O	.040000	37.62	.00	139.39	.00	177.01	98.64	.00	.00	275.65
	I & S	.108600	102.12	.00	378.42	.00	480.54	.00	.00	.00	480.54
	TOTAL	.148600	139.74	.00	517.81	.00	657.55	98.64	.00	.00	756.19
1983	M & O	.050000	49.06	.00	186.96	.00	236.02	104.33	.00	.00	340.35
	I & S	.100000	98.09	.00	373.93	.00	472.02	.00	.00	.00	472.02
	TOTAL	.150000	147.15	.00	560.89	.00	708.04	104.33	.00	.00	812.37
1982	M & O	.170000	78.25	.00	308.61	.00	386.86	58.02	.00	.00	444.88
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.170000	78.25	.00	308.61	.00	386.86	58.02	.00	.00	444.88
1981	M & O	.110000	.19	.00	.77	.00	.96	.14	.00	.00	1.10
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.110000	.19	.00	.77	.00	.96	.14	.00	.00	1.10
1980	M & O	.120000	.20	.00	.81	.00	1.01	.15	.00	.00	1.16
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.120000	.20	.00	.81	.00	1.01	.15	.00	.00	1.16
1979	M & O	.120000	.23	.00	.95	.00	1.18	.18	.00	.00	1.36
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.120000	.23	.00	.95	.00	1.18	.18	.00	.00	1.36

07/06/2015 23:41:14 1948205
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0002 DRAINAGE DIST #1

PAGE: 8
EXCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		13,121,641.89	.00	455,116.48	.00	13,576,758.37	278,355.21	.00	.00	13,855,113.58
ALL	I & S		13,673,433.00	.00	349,934.10	.00	14,023,367.10	.00	.00	.00	14,023,367.10
ALL	TOTAL		26,795,074.89	.00	805,050.58	.00	27,600,125.47	278,355.21	.00	.00	27,878,480.68
DLQ	M & O		797,383.03	.00	326,798.98	.00	1,124,182.01	269,861.42	.00	.00	1,394,043.43
DLQ	I & S		687,992.74	.00	214,729.70	.00	902,722.44	.00	.00	.00	902,722.44
DLQ	TOTAL		1,485,375.77	.00	541,528.68	.00	2,026,904.45	269,861.42	.00	.00	2,296,765.87
CURR	M & O		12,324,258.86	.00	128,317.50	.00	12,452,576.36	8,493.79	.00	.00	12,461,070.15
CURR	I & S		12,985,440.26	.00	135,204.40	.00	13,120,644.66	.00	.00	.00	13,120,644.66
CURR	TOTAL		25,309,699.12	.00	263,521.90	.00	25,573,221.02	8,493.79	.00	.00	25,581,714.81

07/06/2015 21:45:44 1948203
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0002 DRAINAGE DIST #1

PAGE: 3
AG ROLLBACK ONLY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2013	M & O	.044900	4,850.66	.00	2.54	.00	4,853.20	.00	.00	.00	4,853.20
	I & S	.050800	5,488.08	.00	2.88	.00	5,490.96	.00	.00	.00	5,490.96
	TOTAL	.095700	10,338.74	.00	5.42	.00	10,344.16	.00	.00	.00	10,344.16
2012	M & O	.045400	6,828.74	.00	93.55	.00	6,922.29	50.23	.00	.00	6,972.52
	I & S	.029600	4,452.24	.00	60.99	.00	4,513.23	.00	.00	.00	4,513.23
	TOTAL	.075000	11,280.98	.00	154.54	.00	11,435.52	50.23	.00	.00	11,485.75
2011	M & O	.044100	7,666.45	.00	152.98	.00	7,819.43	56.66	.00	.00	7,876.09
	I & S	.029200	5,076.25	.00	101.28	.00	5,177.53	.00	.00	.00	5,177.53
	TOTAL	.073300	12,742.70	.00	254.26	.00	12,996.96	56.66	.00	.00	13,053.62
2010	M & O	.044700	9,708.34	.00	212.44	.00	9,920.78	119.75	.00	.00	10,040.53
	I & S	.027800	6,037.88	.00	132.15	.00	6,170.03	.00	.00	.00	6,170.03
	TOTAL	.072500	15,746.22	.00	344.59	.00	16,090.81	119.75	.00	.00	16,210.56
2009	M & O	.044900	9,250.23	.00	213.67	.00	9,463.90	110.17	.00	.00	9,574.07
	I & S	.027600	5,686.11	.00	131.35	.00	5,817.46	.00	.00	.00	5,817.46
	TOTAL	.072500	14,936.34	.00	345.02	.00	15,281.36	110.17	.00	.00	15,391.53
2008	M & O	.042000	1,702.45	.00	211.72	.00	1,914.17	109.80	.00	.00	2,023.97
	I & S	.028000	1,134.96	.00	141.18	.00	1,276.14	.00	.00	.00	1,276.14
	TOTAL	.070000	2,837.41	.00	352.90	.00	3,190.31	109.80	.00	.00	3,300.11
2007	M & O	.040000	392.56	.00	58.16	.00	450.72	23.11	.00	.00	473.83
	I & S	.009200	90.28	.00	13.38	.00	103.66	.00	.00	.00	103.66
	TOTAL	.049200	482.84	.00	71.54	.00	554.38	23.11	.00	.00	577.49
2006	M & O	.041300	110.05	.00	90.83	.00	200.88	30.15	.00	.00	231.03
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.041300	110.05	.00	90.83	.00	200.88	30.15	.00	.00	231.03
2005	M & O	.043500	98.46	.00	78.77	.00	177.23	26.58	.00	.00	203.81
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.043500	98.46	.00	78.77	.00	177.23	26.58	.00	.00	203.81
2001	M & O	.045600	32.99	.00	43.21	.00	76.20	7.87	.00	.00	84.07
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.045600	32.99	.00	43.21	.00	76.20	7.87	.00	.00	84.07
ALL	M & O		40,640.93	.00	1,157.87	.00	41,798.80	534.32	.00	.00	42,333.12
ALL	I & S		27,965.80	.00	583.21	.00	28,549.01	.00	.00	.00	28,549.01
ALL	TOTAL		68,606.73	.00	1,741.08	.00	70,347.81	534.32	.00	.00	70,882.13

[illegible]

07/06/2015 23:16:17 1948202
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0002 DRAINAGE DIST #1

PAGE: 5
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2014	M & O	.046600	12,324,258.86	.00	128,317.50	.00	12,452,576.36	8,493.79	.00	.00	12,461,070.15
	I & S	.049100	12,985,440.26	.00	135,204.40	.00	13,120,644.66	.00	.00	.00	13,120,644.66
	TOTAL	.095700	25,309,699.12	.00	263,521.90	.00	25,573,221.02	8,493.79	.00	.00	25,581,714.81
2013	M & O	.044900	431,245.56	.00	88,113.38	.00	519,358.94	139,006.65	.00	.00	658,365.59
	I & S	.050800	487,911.84	.00	99,690.98	.00	587,602.82	.00	.00	.00	587,602.82
	TOTAL	.095700	919,157.40	.00	187,804.36	.00	1,106,961.76	139,006.65	.00	.00	1,245,968.41
2012	M & O	.045400	133,955.11	.00	43,684.38	.00	177,639.49	39,822.03	.00	.00	217,461.52
	I & S	.029600	87,336.28	.00	28,481.94	.00	115,818.22	.00	.00	.00	115,818.22
	TOTAL	.075000	221,291.39	.00	72,166.32	.00	293,457.71	39,822.03	.00	.00	333,279.74
2011	M & O	.044100	72,396.39	.00	29,715.41	.00	102,111.80	22,009.92	.00	.00	124,121.72
	I & S	.029200	47,936.06	.00	19,676.67	.00	67,612.73	.00	.00	.00	67,612.73
	TOTAL	.073300	120,332.45	.00	49,392.08	.00	169,724.53	22,009.92	.00	.00	191,734.45
2010	M & O	.044700	58,137.91	.00	28,166.47	.00	86,304.38	17,676.48	.00	.00	103,980.86
	I & S	.027800	36,157.37	.00	17,517.44	.00	53,674.81	.00	.00	.00	53,674.81
	TOTAL	.072500	94,295.28	.00	45,683.91	.00	139,979.19	17,676.48	.00	.00	157,655.67
2009	M & O	.044900	45,700.09	.00	25,299.49	.00	70,999.58	14,025.93	.00	.00	85,025.51
	I & S	.027600	28,092.36	.00	15,552.25	.00	43,644.61	.00	.00	.00	43,644.61
	TOTAL	.072500	73,792.45	.00	40,851.74	.00	114,644.19	14,025.93	.00	.00	128,670.12
2008	M & O	.042000	27,901.12	.00	20,845.05	.00	48,746.17	10,667.70	.00	.00	59,413.87
	I & S	.028000	18,600.82	.00	13,896.53	.00	32,497.35	.00	.00	.00	32,497.35
	TOTAL	.070000	46,501.94	.00	34,741.58	.00	81,243.52	10,667.70	.00	.00	91,911.22
2007	M & O	.040000	17,658.54	.00	15,869.82	.00	33,528.36	5,777.84	.00	.00	39,306.20
	I & S	.009200	4,061.38	.00	3,649.87	.00	7,711.25	.00	.00	.00	7,711.25
	TOTAL	.049200	21,719.92	.00	19,519.69	.00	41,239.61	5,777.84	.00	.00	47,017.45
2006	M & O	.041300	10,151.59	.00	10,276.15	.00	20,427.74	2,702.70	.00	.00	23,130.44
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.041300	10,151.59	.00	10,276.15	.00	20,427.74	2,702.70	.00	.00	23,130.44
2005	M & O	.043500	7,720.16	.00	8,782.51	.00	16,502.67	2,288.79	.00	.00	18,791.46
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.043500	7,720.16	.00	8,782.51	.00	16,502.67	2,288.79	.00	.00	18,791.46
2004	M & O	.043500	6,279.72	.00	7,963.66	.00	14,243.38	2,016.71	.00	.00	16,260.09
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.043500	6,279.72	.00	7,963.66	.00	14,243.38	2,016.71	.00	.00	16,260.09
2003	M & O	.043500	4,921.50	.00	6,853.30	.00	11,774.80	1,697.06	.00	.00	13,471.86
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.043500	4,921.50	.00	6,853.30	.00	11,774.80	1,697.06	.00	.00	13,471.86

07/06/2015 23:16:17 1948202
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0002 DRAINAGE DIST #1

PAGE: 6
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2002	M & O	.045600	4,392.20	.00	6,610.83	.00	11,003.03	1,591.91	.00	.00	12,594.94
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.045600	4,392.20	.00	6,610.83	.00	11,003.03	1,591.91	.00	.00	12,594.94
2001	M & O	.045600	3,764.90	.00	6,105.08	.00	9,869.98	1,423.30	.00	.00	11,293.28
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.045600	3,764.90	.00	6,105.08	.00	9,869.98	1,423.30	.00	.00	11,293.28
2000	M & O	.037600	2,517.84	.00	4,436.34	.00	6,954.18	1,022.15	.00	.00	7,976.33
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.037600	2,517.84	.00	4,436.34	.00	6,954.18	1,022.15	.00	.00	7,976.33
1999	M & O	.038400	2,182.08	.00	4,100.85	.00	6,282.93	924.55	.00	.00	7,207.48
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.038400	2,182.08	.00	4,100.85	.00	6,282.93	924.55	.00	.00	7,207.48
1998	M & O	.041000	2,381.09	.00	4,740.39	.00	7,121.48	1,049.85	.00	.00	8,171.33
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.041000	2,381.09	.00	4,740.39	.00	7,121.48	1,049.85	.00	.00	8,171.33
1997	M & O	.039000	1,834.70	.00	3,861.59	.00	5,696.29	835.29	.00	.00	6,531.58
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.039000	1,834.70	.00	3,861.59	.00	5,696.29	835.29	.00	.00	6,531.58
1996	M & O	.040900	1,306.35	.00	2,927.56	.00	4,233.91	623.80	.00	.00	4,857.71
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.040900	1,306.35	.00	2,927.56	.00	4,233.91	623.80	.00	.00	4,857.71
1995	M & O	.041500	1,038.90	.00	2,448.17	.00	3,487.07	511.20	.00	.00	3,998.27
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.041500	1,038.90	.00	2,448.17	.00	3,487.07	511.20	.00	.00	3,998.27
1994	M & O	.039600	791.46	.00	1,948.96	.00	2,740.42	1,099.66	.00	.00	3,840.08
	I & S	.071500	1,429.19	.00	3,519.18	.00	4,948.37	.00	.00	.00	4,948.37
	TOTAL	.111100	2,220.65	.00	5,468.14	.00	7,688.79	1,099.66	.00	.00	8,788.45
1993	M & O	.039300	383.01	.00	982.29	.00	1,365.30	562.61	.00	.00	1,927.91
	I & S	.078700	766.95	.00	1,967.18	.00	2,734.13	.00	.00	.00	2,734.13
	TOTAL	.118000	1,149.96	.00	2,949.47	.00	4,099.43	562.61	.00	.00	4,662.04
1992	M & O	.040200	319.92	.00	873.20	.00	1,193.12	555.99	.00	.00	1,749.11
	I & S	.086000	684.50	.00	1,868.01	.00	2,552.51	.00	.00	.00	2,552.51
	TOTAL	.126200	1,004.42	.00	2,741.21	.00	3,745.63	555.99	.00	.00	4,301.62
1991	M & O	.037500	256.38	.00	729.76	.00	986.14	495.08	.00	.00	1,481.22
	I & S	.089200	609.84	.00	1,735.88	.00	2,345.72	.00	.00	.00	2,345.72
	TOTAL	.126700	866.22	.00	2,465.64	.00	3,331.86	495.08	.00	.00	3,826.94

07/06/2015 23:16:17 1948202
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0002 DRAINAGE DIST #1

PAGE: 7
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1990	M & O	.037100	139.00	.00	408.84	.00	547.84	341.87	.00	.00	889.71
	I & S	.121100	453.75	.00	1,334.56	.00	1,788.31	.00	.00	.00	1,788.31
	TOTAL	.158200	592.75	.00	1,743.40	.00	2,336.15	341.87	.00	.00	2,678.02
1989	M & O	.044900	167.24	.00	515.10	.00	682.34	366.34	.00	.00	1,048.68
	I & S	.117900	439.14	.00	1,352.56	.00	1,791.70	.00	.00	.00	1,791.70
	TOTAL	.162800	606.38	.00	1,867.66	.00	2,474.04	366.34	.00	.00	2,840.38
1988	M & O	.042000	90.22	.00	283.31	.00	373.53	216.89	.00	.00	590.42
	I & S	.125100	268.65	.00	843.83	.00	1,112.48	.00	.00	.00	1,112.48
	TOTAL	.167100	358.87	.00	1,127.14	.00	1,486.01	216.89	.00	.00	1,702.90
1987	M & O	.027100	84.36	.00	279.75	.00	364.11	335.73	.00	.00	699.84
	I & S	.140000	435.84	.00	1,445.05	.00	1,880.89	.00	.00	.00	1,880.89
	TOTAL	.167100	520.20	.00	1,724.80	.00	2,245.00	335.73	.00	.00	2,580.73
1986	M & O	.034000	75.93	.00	263.55	.00	339.48	245.65	.00	.00	585.13
	I & S	.130000	290.42	.00	1,007.68	.00	1,298.10	.00	.00	.00	1,298.10
	TOTAL	.164000	366.35	.00	1,271.23	.00	1,637.58	245.65	.00	.00	1,883.23
1985	M & O	.030300	65.14	.00	234.17	.00	299.31	240.60	.00	.00	539.91
	I & S	.132100	283.94	.00	1,020.95	.00	1,304.89	.00	.00	.00	1,304.89
	TOTAL	.162400	349.08	.00	1,255.12	.00	1,604.20	240.60	.00	.00	1,844.80
1984	M & O	.040000	37.62	.00	139.39	.00	177.01	98.64	.00	.00	275.65
	I & S	.108600	102.12	.00	378.42	.00	480.54	.00	.00	.00	480.54
	TOTAL	.148600	139.74	.00	517.81	.00	657.55	98.64	.00	.00	756.19
1983	M & O	.050000	49.06	.00	186.96	.00	236.02	104.33	.00	.00	340.35
	I & S	.100000	98.09	.00	373.93	.00	472.02	.00	.00	.00	472.02
	TOTAL	.150000	147.15	.00	560.89	.00	708.04	104.33	.00	.00	812.37
1982	M & O	.170000	78.25	.00	308.61	.00	386.86	58.02	.00	.00	444.88
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.170000	78.25	.00	308.61	.00	386.86	58.02	.00	.00	444.88
1981	M & O	.110000	.19	.00	.77	.00	.96	.14	.00	.00	1.10
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.110000	.19	.00	.77	.00	.96	.14	.00	.00	1.10
1980	M & O	.120000	.20	.00	.81	.00	1.01	.15	.00	.00	1.16
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.120000	.20	.00	.81	.00	1.01	.15	.00	.00	1.16
1979	M & O	.120000	.23	.00	.95	.00	1.18	.18	.00	.00	1.36
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.120000	.23	.00	.95	.00	1.18	.18	.00	.00	1.36

07/06/2015 23:16:17 1948202
TC298-D SELECTION: SYSTEM
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0002 DRAINAGE DIST #1

PAGE: 8
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		13,162,282.82	.00	456,274.35	.00	13,618,557.17	278,889.53	.00	.00	13,897,446.70
ALL	I & S		13,701,398.80	.00	350,517.31	.00	14,051,916.11	.00	.00	.00	14,051,916.11
ALL	TOTAL		26,863,681.62	.00	806,791.66	.00	27,670,473.28	278,889.53	.00	.00	27,949,362.81
DLQ	M & O		838,023.96	.00	327,956.85	.00	1,165,980.81	270,395.74	.00	.00	1,436,376.55
DLQ	I & S		715,958.54	.00	215,312.91	.00	931,271.45	.00	.00	.00	931,271.45
DLQ	TOTAL		1,553,982.50	.00	543,269.76	.00	2,097,252.26	270,395.74	.00	.00	2,367,648.00
CURR	M & O		12,324,258.86	.00	128,317.50	.00	12,452,576.36	8,493.79	.00	.00	12,461,070.15
CURR	I & S		12,985,440.26	.00	135,204.40	.00	13,120,644.66	.00	.00	.00	13,120,644.66
CURR	TOTAL		25,309,699.12	.00	263,521.90	.00	25,573,221.02	8,493.79	.00	.00	25,581,714.81

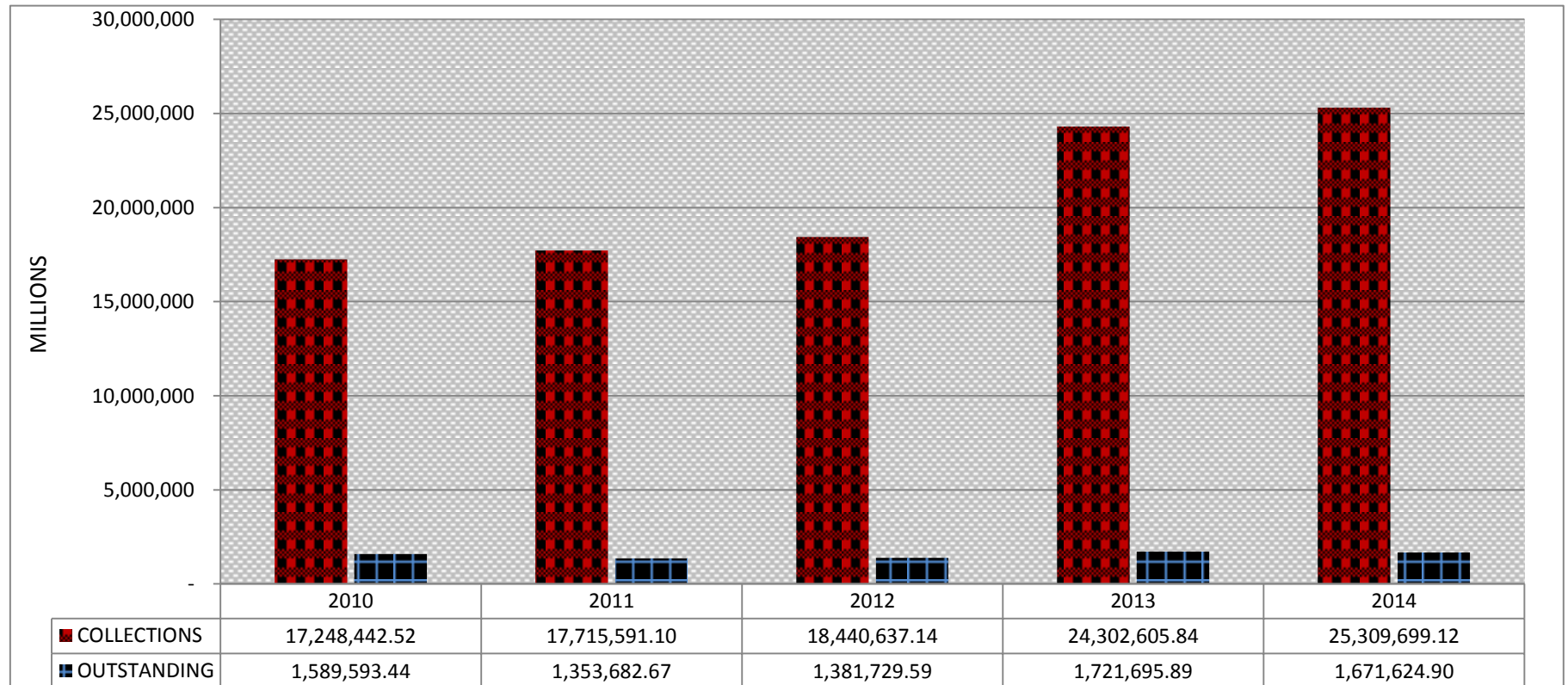
PART 2

CURRENT COLLECTIONS REPORT

PABLO "PAUL" VILLARREAL JR., ASSESSOR/COLLECTOR
DRAINAGE DISTRICT #01
TAX COLLECTION REPORT

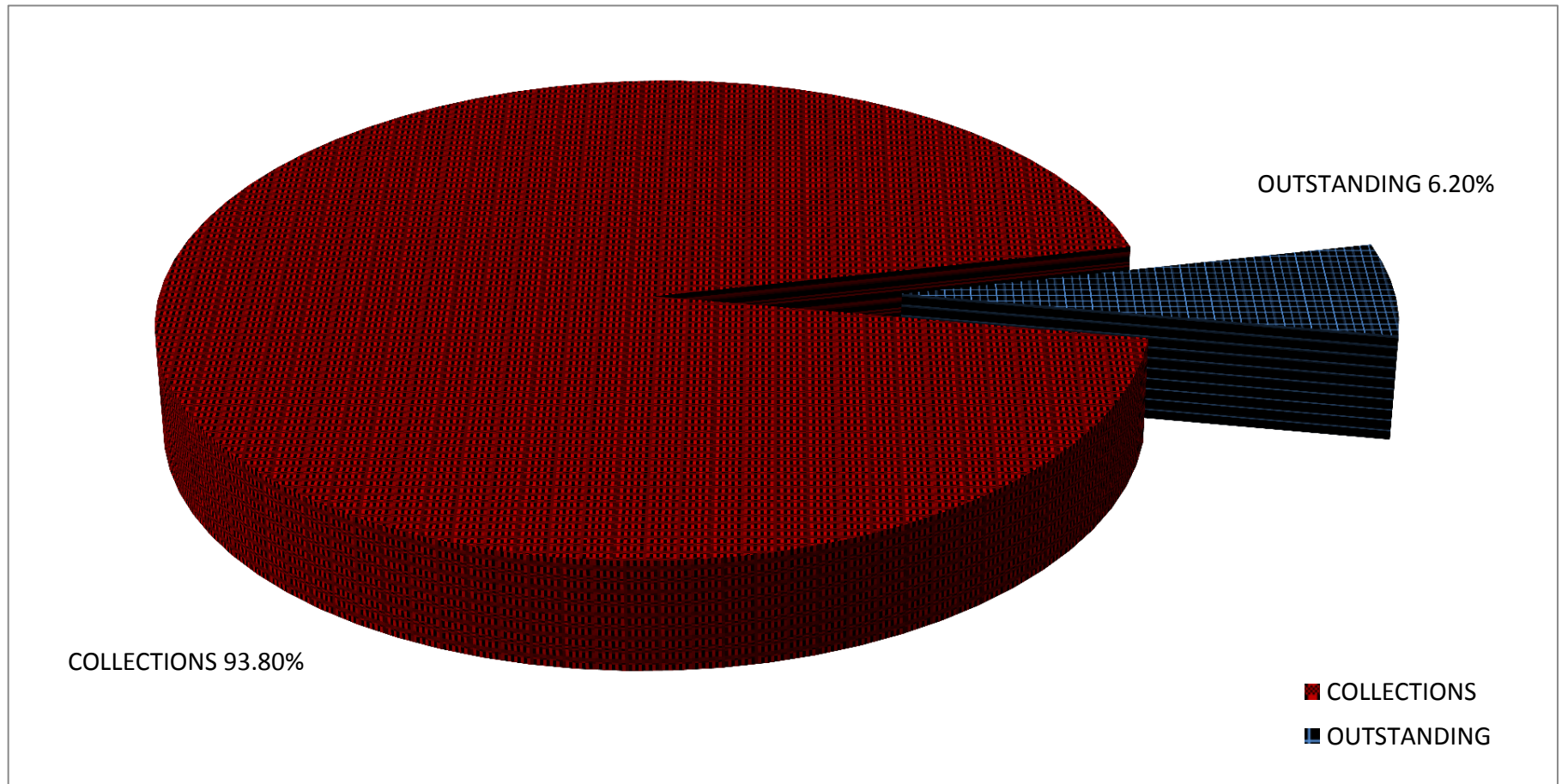
<u>AD VALOREM - DRAINAGE DIST #01</u>	<u>2014-2015</u>	<u>2013-2014</u>	<u>DIFFERENCE</u>
<u>2014 CURRENT</u>			
ORIGINAL LEVY	26,632,748.11	25,985,271.17	647,476.94
MODIFICATIONS	348,575.91	39,030.56	309,545.35
CURRENT LEVY	26,981,324.02	26,024,301.73	957,022.29
CURRENT COLLECTIONS THIS MONTH	271,640.76	291,678.86	(20,038.10)
CURRENT COLLECTIONS TO DATE	25,309,699.12	24,302,605.84	1,007,093.28
OUTSTANDING TO DATE	1,671,624.90	1,721,695.89	(50,070.99)
PERCENT COLLECTED/ORIGINAL	95.03%	93.52%	1.51%
PERCENT COLLECTED/MODIFIED	93.80%	93.38%	0.42%
 TOTAL COLLECTIONS FISCAL YEAR	 25,309,699.12	 24,302,605.84	

DRAINAGE DISTRICT #1 CURRENT TAX COLLECTION 5-YEAR COMPARISON CHART JULY 1ST - JUNE 30TH



YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2010	18,833,155.09	4,880.87	18,838,035.96	17,248,442.52	1,589,593.44	91.56%
2011	19,093,998.99	(24,725.22)	19,069,273.77	17,715,591.10	1,353,682.67	92.90%
2012	19,853,461.61	(31,094.88)	19,822,366.73	18,440,637.14	1,381,729.59	93.03%
2013	25,985,271.17	39,030.56	26,024,301.73	24,302,605.84	1,721,695.89	93.38%
2014	26,632,748.11	348,575.91	26,981,324.02	25,309,699.12	1,671,624.90	93.80%

DRAINAGE DISTRICT #1
2014 CURRENT TAX COLLECTION
JULY 1ST - JUNE 30TH



PART 3

DELINQUENT COLLECTIONS REPORT

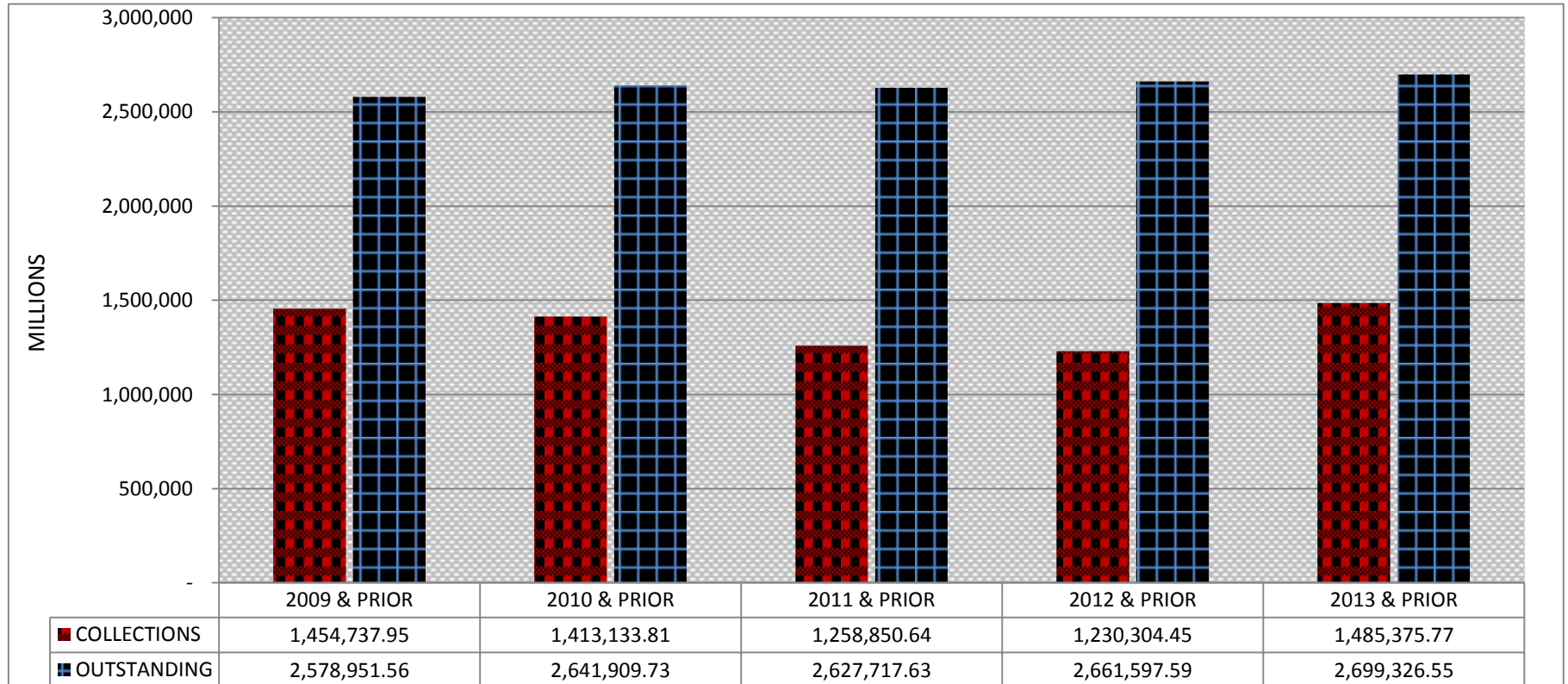
PABLO "PAUL" VILLARREAL JR., ASSESSOR/COLLECTOR
DRAINAGE DISTRICT #01
TAX COLLECTION REPORT

<u>AD VALOREM - DRAINAGE DIST #01</u>	<u>2013 & PRIOR</u>	<u>2012 & PRIOR</u>	<u>DIFFERENCE</u>
<u>DELINQUENT</u>			
ORIGINAL LEVY	4,383,293.48	4,009,447.22	373,846.26
MODIFICATIONS	(198,591.16)	(117,545.18)	(81,045.98)
DELINQUENT LEVY	4,184,702.32	3,891,902.04	292,800.28
DELINQUENT COLLECTIONS THIS MONTH	83,141.85	84,571.07	(1,429.22)
DELINQUENT COLLECTIONS TO DATE	1,485,375.77	1,230,304.45	255,071.32
OUTSTANDING TO DATE	2,699,326.55	2,661,597.59	37,728.96
PERCENT COLLECTED/ORIGINAL	33.89%	30.69%	3.20%
PERCENT COLLECTED/MODIFIED	35.50%	31.61%	3.89%
 TOTAL COLLECTIONS FISCAL YEAR	 1,485,375.77	 1,230,304.45	

DRAINAGE DISTRICT #1 DELINQUENT TAX COLLECTION

5-YEAR COMPARISON CHART

JULY 1ST - JUNE 30TH



YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2009 & PRIOR	4,165,822.47	(132,132.96)	4,033,689.51	1,454,737.95	2,578,951.56	36.06%
2010 & PRIOR	4,168,545.00	(113,501.46)	4,055,043.54	1,413,133.81	2,641,909.73	34.85%
2011 & PRIOR	3,995,592.40	(109,024.13)	3,886,568.27	1,258,850.64	2,627,717.63	32.39%
2012 & PRIOR	4,009,447.22	(117,545.18)	3,891,902.04	1,230,304.45	2,661,597.59	31.61%
2013 & PRIOR	4,383,293.48	(198,591.16)	4,184,702.32	1,485,375.77	2,699,326.55	35.50%

PABLO "PAUL" VILLARREAL JR., ASSESSOR/COLLECTOR
DRAINAGE DISTRICT #01
TAX COLLECTION REPORT

<u>AD VALOREM - DRAINAGE DIST #01</u>	<u>2014-2015</u>	<u>2013-2014</u>	<u>DIFFERENCE</u>
<u>ROLLBACK</u>			
ORIGINAL LEVY	29,063.00	33,729.19	(4,666.19)
MODIFICATIONS	53,112.42	46,339.77	6,772.65
ROLLBACK LEVY	82,175.42	80,068.96	2,106.46
ROLLBACK COLLECTIONS THIS MONTH	3,218.78	3,779.46	(560.68)
ROLLBACK COLLECTIONS TO DATE	68,606.73	51,005.96	17,600.77
OUTSTANDING TO DATE	13,568.69	29,063.00	(15,494.31)
PERCENT COLLECTED/ORIGINAL	236.06%	151.22%	84.84%
PERCENT COLLECTED/MODIFIED	83.49%	63.70%	19.79%
 TOTAL COLLECTIONS FISCAL YEAR	 68,606.73	 51,005.96	

PART 4

RECAP REPORT

JURISDICTION: 0002 DRAINAGE DIST #1

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	27,797,044,065	365,731,875	28,162,775,940	0.095700	26,981,324.02	271,777
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2014	26,632,748.11	348,575.91	348,575.91	25,309,699.12	25,309,699.12	1,671,624.90	93.80	1,245.71-
ADJUSTMENT REFUNDS		26,218.14-	26,218.14-					
2013	1,721,695.89	58,761.62-	58,761.62-	908,818.66	908,818.66	754,115.61	54.65	5,926.41-
ADJUSTMENT REFUNDS		28,423.92-	28,423.92-					
2012	643,903.22	28,975.31-	28,975.31-	210,010.41	210,010.41	404,917.50	34.15	5,637.14-
ADJUSTMENT REFUNDS		7,627.98-	7,627.98-					
2011	419,609.37	9,559.77-	9,559.77-	107,589.75	107,589.75	302,459.85	26.24	5,589.73-
ADJUSTMENT REFUNDS		2,467.40-	2,467.40-					
2010	351,143.75	8,590.02-	8,590.02-	78,549.06	78,549.06	264,004.67	22.93	5,893.06-
ADJUSTMENT REFUNDS		1,661.26-	1,661.26-					
2009	297,715.34	22,955.06-	22,955.06-	58,856.11	58,856.11	215,904.17	21.42	5,952.85-
ADJUSTMENT REFUNDS		1,029.51-	1,029.51-					
2008	217,841.85	4,208.47-	4,208.47-	43,664.53	43,664.53	169,968.85	20.44	4,270.00-
ADJUSTMENT REFUNDS		27.75-	27.75-					
2007	125,000.21	3,226.70-	3,226.70-	21,237.08	21,237.08	100,536.43	17.44	2,194.53-
ADJUSTMENT REFUNDS		168.56-	168.56-					
2006	78,328.18	2,215.08-	2,215.08-	10,041.54	10,041.54	66,071.56	13.19	1,625.45-
ADJUSTMENT REFUNDS		3.82-	3.82-					
2005	67,776.69	2,247.19-	2,247.19-	7,621.70	7,621.70	57,907.80	11.63	1,591.41-
ADJUSTMENT REFUNDS		7.07-	7.07-					
2004	59,387.51	2,604.34-	2,604.34-	6,279.72	6,279.72	50,503.45	11.06	1,492.34-
ADJUSTMENT REFUNDS		10.78-	10.78-					
2003	46,105.21	2,367.68-	2,367.68-	4,921.50	4,921.50	38,816.03	11.25	1,104.73-
2002	43,267.13	2,689.76-	2,689.76-	4,392.20	4,392.20	36,185.17	10.82	1,413.42-
2001	40,498.43	5,635.74-	5,635.74-	3,731.91	3,731.91	31,130.78	10.70	1,475.77-
2000	28,926.94	2,846.07-	2,846.07-	2,517.84	2,517.84	23,563.03	9.65	1,198.94-
1999	23,406.17	2,431.70-	2,431.70-	2,182.08	2,182.08	18,792.39	10.40	998.52-
1998	21,995.38	1,965.89-	1,965.89-	2,381.09	2,381.09	17,648.40	11.89	570.96-
1997	17,798.96	1,961.86-	1,961.86-	1,834.70	1,834.70	14,002.40	11.58	438.28-
1996	15,772.40	2,122.77-	2,122.77-	1,306.35	1,306.35	12,343.28	9.57	427.99-
1995	14,467.70	2,352.89-	2,352.89-	1,038.90	1,038.90	11,075.91	8.58	403.04-
1994	33,653.63	6,160.45-	6,160.45-	2,220.65	2,220.65	25,272.53	8.08	946.28-
1993	114,999.52	24,712.79-	24,712.79-	6,179.99	6,179.99	84,106.74	6.84	4,159.94-
ADJUSTMENT REFUNDS		13.78-	13.78-					
****	31,016,041.59	149,984.75	149,984.75	26,795,074.89	26,795,074.89	4,370,951.45		54,556.50-
ADJUSTMENT REFUNDS		67,659.97-	67,659.97-					

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0002 DRAINAGE DIST #1

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	27,797,044,065	365,731,875	28,162,775,940	00.095700	26,981,324.02	271,777
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2014	26,632,748.11	348,575.91	348,575.91	25,309,699.12	25,309,699.12	1,671,624.90	93.80	1,245.71-
2013	1,721,695.89	58,761.62-	58,761.62-	908,818.66	908,818.66	754,115.61	54.65	5,926.41-
2012	643,903.22	28,975.31-	28,975.31-	210,010.41	210,010.41	404,917.50	34.15	5,637.14-
2011	419,609.37	9,559.77-	9,559.77-	107,589.75	107,589.75	302,459.85	26.24	5,589.73-
2010	351,143.75	8,590.02-	8,590.02-	78,549.06	78,549.06	264,004.67	22.93	5,893.06-
2009	297,715.34	22,955.06-	22,955.06-	58,856.11	58,856.11	215,904.17	21.42	5,952.85-
2008	217,841.85	4,208.47-	4,208.47-	43,664.53	43,664.53	169,968.85	20.44	4,270.00-
2007	125,000.21	3,226.70-	3,226.70-	21,237.08	21,237.08	100,536.43	17.44	2,194.53-
2006	78,328.18	2,215.08-	2,215.08-	10,041.54	10,041.54	66,071.56	13.19	1,625.45-
2005	67,776.69	2,247.19-	2,247.19-	7,621.70	7,621.70	57,907.80	11.63	1,591.41-
2004	59,387.51	2,604.34-	2,604.34-	6,279.72	6,279.72	50,503.45	11.06	1,492.34-
2003	46,105.21	2,367.68-	2,367.68-	4,921.50	4,921.50	38,816.03	11.25	1,104.73-
2002	43,267.13	2,689.76-	2,689.76-	4,392.20	4,392.20	36,185.17	10.82	1,413.42-
2001	40,498.43	5,635.74-	5,635.74-	3,731.91	3,731.91	31,130.78	10.70	1,475.77-
2000	28,926.94	2,846.07-	2,846.07-	2,517.84	2,517.84	23,563.03	9.65	1,198.94-
1999	23,406.17	2,431.70-	2,431.70-	2,182.08	2,182.08	18,792.39	10.40	998.52-
1998	21,995.38	1,965.89-	1,965.89-	2,381.09	2,381.09	17,648.40	11.89	570.96-
1997	17,798.96	1,961.86-	1,961.86-	1,834.70	1,834.70	14,002.40	11.58	438.28-
1996	15,772.40	2,122.77-	2,122.77-	1,306.35	1,306.35	12,343.28	9.57	427.99-
1995	14,467.70	2,352.89-	2,352.89-	1,038.90	1,038.90	11,075.91	8.58	403.04-
1994	33,653.63	6,160.45-	6,160.45-	2,220.65	2,220.65	25,272.53	8.08	946.28-
1993	114,999.52	24,712.79-	24,712.79-	6,179.99	6,179.99	84,106.74	6.84	4,159.94-
****	31,016,041.59	149,984.75	149,984.75	26,795,074.89	26,795,074.89	4,370,951.45		54,556.50-

JURISDICTION: 0002 DRAINAGE DIST #1

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.095700	1,821.12	2
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL

2014	0.00	1,821.12	1,821.12	0.00	0.00	1,821.12		0.00
ADJUSTMENT REFUNDS		26,218.14-	26,218.14-					
2013	2,014.42	10,980.76	10,980.76	10,338.74	10,338.74	2,656.44	79.56	0.00
ADJUSTMENT REFUNDS		28,423.92-	28,423.92-					
2012	4,837.87	8,689.11	8,689.11	11,280.98	11,280.98	2,246.00	83.40	0.00
ADJUSTMENT REFUNDS		7,627.98-	7,627.98-					
2011	6,019.96	9,365.64	9,365.64	12,742.70	12,742.70	2,642.90	82.82	0.00
ADJUSTMENT REFUNDS		2,467.40-	2,467.40-					
2010	5,393.17	12,979.35	12,979.35	15,746.22	15,746.22	2,626.30	85.71	0.00
ADJUSTMENT REFUNDS		1,661.26-	1,661.26-					
2009	5,630.01	10,166.94	10,166.94	14,936.34	14,936.34	860.61	94.55	0.00
ADJUSTMENT REFUNDS		1,029.51-	1,029.51-					
2008	3,855.44	811.06-	811.06-	2,837.41	2,837.41	206.97	93.20	0.00
ADJUSTMENT REFUNDS		27.75-	27.75-					
2007	637.72	43.08-	43.08-	482.84	482.84	111.80	81.20	0.00
ADJUSTMENT REFUNDS		168.56-	168.56-					
2006	183.62	36.36-	36.36-	110.05	110.05	37.21	74.73	0.00
ADJUSTMENT REFUNDS		3.82-	3.82-					
2005	121.87	.00	0.00	98.46	98.46	23.41	80.79	0.00
ADJUSTMENT REFUNDS		7.07-	7.07-					
2004	24.90	.00	0.00	0.00	0.00	24.90		0.00
ADJUSTMENT REFUNDS		10.78-	10.78-					
2003	7.05	.00	0.00	0.00	0.00	7.05		0.00
2002	7.78	.00	0.00	0.00	0.00	7.78		0.00
2001	32.99	.00	0.00	32.99	32.99	0.00		0.00
1997	0.00	.00	0.00	0.00	0.00	0.00		0.00
1994	296.20	.00	0.00	0.00	0.00	296.20		0.00
****	29,063.00	53,112.42	53,112.42	68,606.73	68,606.73	13,568.69		0.00
ADJUSTMENT REFUNDS		67,646.19-	67,646.19-					

07/06/2015 21:51:4
TC168

1948203

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 07/01/2014 TO 06/30/2015

AG ROLLBACK ONLY

PAGE: 2

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0002 DRAINAGE DIST #1

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.095700	1,821.12	2
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2014	0.00	1,821.12	1,821.12	0.00	0.00	1,821.12		0.00
2013	2,014.42	10,980.76	10,980.76	10,338.74	10,338.74	2,656.44	79.56	0.00
2012	4,837.87	8,689.11	8,689.11	11,280.98	11,280.98	2,246.00	83.40	0.00
2011	6,019.96	9,365.64	9,365.64	12,742.70	12,742.70	2,642.90	82.82	0.00
2010	5,393.17	12,979.35	12,979.35	15,746.22	15,746.22	2,626.30	85.71	0.00
2009	5,630.01	10,166.94	10,166.94	14,936.34	14,936.34	860.61	94.55	0.00
2008	3,855.44	811.06-	811.06-	2,837.41	2,837.41	206.97	93.20	0.00
2007	637.72	43.08-	43.08-	482.84	482.84	111.80	81.20	0.00
2006	183.62	36.36-	36.36-	110.05	110.05	37.21	74.73	0.00
2005	121.87	.00	0.00	98.46	98.46	23.41	80.79	0.00
2004	24.90	.00	0.00	0.00	0.00	24.90		0.00
2003	7.05	.00	0.00	0.00	0.00	7.05		0.00
2002	7.78	.00	0.00	0.00	0.00	7.78		0.00
2001	32.99	.00	0.00	32.99	32.99	0.00		0.00
1997	0.00	.00	0.00	0.00	0.00	0.00		0.00
1994	296.20	.00	0.00	0.00	0.00	296.20		0.00
****	29,063.00	53,112.42	53,112.42	68,606.73	68,606.73	13,568.69		0.00

JURISDICTION: 0002 DRAINAGE DIST #1

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	27,797,044,065	365,731,875	28,162,775,940	0.095700	26,983,145.14	271,779
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2014	26,632,748.11	350,397.03	350,397.03	25,309,699.12	25,309,699.12	1,673,446.02	93.80	1,245.71-
ADJUSTMENT REFUNDS		26,218.14-	26,218.14-					
2013	1,723,710.31	47,780.86-	47,780.86-	919,157.40	919,157.40	756,772.05	54.84	5,926.41-
ADJUSTMENT REFUNDS		28,423.92-	28,423.92-					
2012	648,741.09	20,286.20-	20,286.20-	221,291.39	221,291.39	407,163.50	35.21	5,637.14-
ADJUSTMENT REFUNDS		7,627.98-	7,627.98-					
2011	425,629.33	194.13-	194.13-	120,332.45	120,332.45	305,102.75	28.28	5,589.73-
ADJUSTMENT REFUNDS		2,467.40-	2,467.40-					
2010	356,536.92	4,389.33	4,389.33	94,295.28	94,295.28	266,630.97	26.13	5,893.06-
ADJUSTMENT REFUNDS		1,661.26-	1,661.26-					
2009	303,345.35	12,788.12-	12,788.12-	73,792.45	73,792.45	216,764.78	25.40	5,952.85-
ADJUSTMENT REFUNDS		1,029.51-	1,029.51-					
2008	221,697.29	5,019.53-	5,019.53-	46,501.94	46,501.94	170,175.82	21.46	4,270.00-
ADJUSTMENT REFUNDS		27.75-	27.75-					
2007	125,637.93	3,269.78-	3,269.78-	21,719.92	21,719.92	100,648.23	17.75	2,194.53-
ADJUSTMENT REFUNDS		168.56-	168.56-					
2006	78,511.80	2,251.44-	2,251.44-	10,151.59	10,151.59	66,108.77	13.31	1,625.45-
ADJUSTMENT REFUNDS		3.82-	3.82-					
2005	67,898.56	2,247.19-	2,247.19-	7,720.16	7,720.16	57,931.21	11.76	1,591.41-
ADJUSTMENT REFUNDS		7.07-	7.07-					
2004	59,412.41	2,604.34-	2,604.34-	6,279.72	6,279.72	50,528.35	11.05	1,492.34-
ADJUSTMENT REFUNDS		10.78-	10.78-					
2003	46,112.26	2,367.68-	2,367.68-	4,921.50	4,921.50	38,823.08	11.25	1,104.73-
2002	43,274.91	2,689.76-	2,689.76-	4,392.20	4,392.20	36,192.95	10.82	1,413.42-
2001	40,531.42	5,635.74-	5,635.74-	3,764.90	3,764.90	31,130.78	10.79	1,475.77-
2000	28,926.94	2,846.07-	2,846.07-	2,517.84	2,517.84	23,563.03	9.65	1,198.94-
1999	23,406.17	2,431.70-	2,431.70-	2,182.08	2,182.08	18,792.39	10.40	998.52-
1998	21,995.38	1,965.89-	1,965.89-	2,381.09	2,381.09	17,648.40	11.89	570.96-
1997	17,798.96	1,961.86-	1,961.86-	1,834.70	1,834.70	14,002.40	11.58	438.28-
1996	15,772.40	2,122.77-	2,122.77-	1,306.35	1,306.35	12,343.28	9.57	427.99-
1995	14,467.70	2,352.89-	2,352.89-	1,038.90	1,038.90	11,075.91	8.58	403.04-
1994	33,949.83	6,160.45-	6,160.45-	2,220.65	2,220.65	25,568.73	7.99	946.28-
1993	114,999.52	24,712.79-	24,712.79-	6,179.99	6,179.99	84,106.74	6.84	4,159.94-
ADJUSTMENT REFUNDS		13.78-	13.78-					
****	31,045,104.59	203,097.17	203,097.17	26,863,681.62	26,863,681.62	4,384,520.14		54,556.50-
ADJUSTMENT REFUNDS		67,659.97-	67,659.97-					

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0002 DRAINAGE DIST #1

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	27,797,044,065	365,731,875	28,162,775,940	00.095700	26,983,145.14	271,779
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2014	26,632,748.11	350,397.03	350,397.03	25,309,699.12	25,309,699.12	1,673,446.02	93.80	1,245.71-
2013	1,723,710.31	47,780.86-	47,780.86-	919,157.40	919,157.40	756,772.05	54.84	5,926.41-
2012	648,741.09	20,286.20-	20,286.20-	221,291.39	221,291.39	407,163.50	35.21	5,637.14-
2011	425,629.33	194.13-	194.13-	120,332.45	120,332.45	305,102.75	28.28	5,589.73-
2010	356,536.92	4,389.33	4,389.33	94,295.28	94,295.28	266,630.97	26.13	5,893.06-
2009	303,345.35	12,788.12-	12,788.12-	73,792.45	73,792.45	216,764.78	25.40	5,952.85-
2008	221,697.29	5,019.53-	5,019.53-	46,501.94	46,501.94	170,175.82	21.46	4,270.00-
2007	125,637.93	3,269.78-	3,269.78-	21,719.92	21,719.92	100,648.23	17.75	2,194.53-
2006	78,511.80	2,251.44-	2,251.44-	10,151.59	10,151.59	66,108.77	13.31	1,625.45-
2005	67,898.56	2,247.19-	2,247.19-	7,720.16	7,720.16	57,931.21	11.76	1,591.41-
2004	59,412.41	2,604.34-	2,604.34-	6,279.72	6,279.72	50,528.35	11.05	1,492.34-
2003	46,112.26	2,367.68-	2,367.68-	4,921.50	4,921.50	38,823.08	11.25	1,104.73-
2002	43,274.91	2,689.76-	2,689.76-	4,392.20	4,392.20	36,192.95	10.82	1,413.42-
2001	40,531.42	5,635.74-	5,635.74-	3,764.90	3,764.90	31,130.78	10.79	1,475.77-
2000	28,926.94	2,846.07-	2,846.07-	2,517.84	2,517.84	23,563.03	9.65	1,198.94-
1999	23,406.17	2,431.70-	2,431.70-	2,182.08	2,182.08	18,792.39	10.40	998.52-
1998	21,995.38	1,965.89-	1,965.89-	2,381.09	2,381.09	17,648.40	11.89	570.96-
1997	17,798.96	1,961.86-	1,961.86-	1,834.70	1,834.70	14,002.40	11.58	438.28-
1996	15,772.40	2,122.77-	2,122.77-	1,306.35	1,306.35	12,343.28	9.57	427.99-
1995	14,467.70	2,352.89-	2,352.89-	1,038.90	1,038.90	11,075.91	8.58	403.04-
1994	33,949.83	6,160.45-	6,160.45-	2,220.65	2,220.65	25,568.73	7.99	946.28-
1993	114,999.52	24,712.79-	24,712.79-	6,179.99	6,179.99	84,106.74	6.84	4,159.94-
****	31,045,104.59	203,097.17	203,097.17	26,863,681.62	26,863,681.62	4,384,520.14		54,556.50-

PART 5

REMITTANCES

02/26/2015 18:38:33 1875256
TC298-D SELECTION: DEPOSIT
RECEIPT DATE: ALL

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
FROM: 02/22/2015 THRU 02/22/2015
JURISDICTION: 0002 DRAINAGE DIST #1

PAGE: 2
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2014	M & O	.046600	72,094.12	.00	12,252.35	.00	84,346.47	.00	.00	.00	84,346.47
	I & S	.049100	75,962.14	.00	12,909.68	.00	88,871.82	.00	.00	.00	88,871.82
	TOTAL	.095700	148,056.26	.00	25,162.03	.00	173,218.29	.00	.00	.00	173,218.29
ALL	M & O		72,094.12	.00	12,252.35	.00	84,346.47	.00	.00	.00	84,346.47
ALL	I & S		75,962.14	.00	12,909.68	.00	88,871.82	.00	.00	.00	88,871.82
ALL	TOTAL		148,056.26	.00	25,162.03	.00	173,218.29	.00	.00	.00	173,218.29
DLQ	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	M & O		72,094.12	.00	12,252.35	.00	84,346.47	.00	.00	.00	84,346.47
CURR	I & S		75,962.14	.00	12,909.68	.00	88,871.82	.00	.00	.00	88,871.82
CURR	TOTAL		148,056.26	.00	25,162.03	.00	173,218.29	.00	.00	.00	173,218.29

AI -51318

8.

DRAINAGE DISTRICT

Meeting Date: 09/15/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on Amended and Restated Interlocal Cooperation Agreement between Hidalgo County Irrigation District No. 1 and Hidalgo County Drainage District No. 1

BACKGROUND

Fiscal Impact

Attachments

amended

legal

Form Review

Inbox

Reviewed By

Date

Budget & Management

Veronica Ortiz

09/10/2015 04:19 PM

Purchasing Department

Monica Badillo

09/11/2015 05:29 PM

Form Started By: Monica Badillo

Started On: 09/10/2015 04:01 PM

Final Approval Date: 09/11/2015

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE AND HIDALGO
COUNTY DRAINAGE DISTRICT NO. 1**

THIS AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (this “**Agreement**”) is made effective as of the _____ day of September, 2015 by and between Hidalgo County Irrigation District No. One hereinafter referred to as “**Irrigation**” and Hidalgo County Drainage District No. 1 hereinafter referred to as “**Drainage**”, pursuant to the provisions of the Texas Interlocal Cooperation Act. This Agreement supersedes, restates and amends the prior agreement between Irrigation and Drainage dated as of April 3, 2014, with respect to the subject matter hereof, as follows:

WITNESSTH:

WHEREAS, Irrigation has rights and interest in and to certain irrigation facilities and irrigation properties consisting of among other facilities a pump house and surrounding facilities located on the banks of the Rio Grande River located near Penitas, Texas in the County of Hidalgo, Texas (the “**Pump House**”);

WHEREAS, the United States International Boundary and Water Commission (“**IBWC**”) has certain levees in and along the northern banks of the Rio Grande River for protection from rising flood waters;

WHEREAS, the southern wall of the Pump House is part of the levee system for that area;

WHEREAS, the IBWC levee system in and around the Pump House (including the southern wall of the Pump House) are lower than the current height required by the Federal Emergency Management Agency (“**FEMA**”);

WHEREAS, the IBWC has agreed to design and raise the height of the levees in and around the Pump House, but not the Pump House or the area immediately surrounding the Pump House;

WHEREAS, Drainage is responsible for the gathering, diverting and control of storm water in Hidalgo County and concern has arisen that these deficiencies in the IBWC levee system expose portions of Hidalgo County to potential flooding especially as hurricane season is approaching;

WHEREAS, pursuant to 44 C.F.R Section 65.10, FEMA will only recognize in its flood hazard and risk mapping effort those levee systems that meet and continue to meet minimum design, operation and maintenance standards;

WHEREAS, the levees in and around the Pump House must be raised in elevation by approximately five and one-half feet (5.5') and, because the Pump House must be used as a part of the levee system, the southern wall of the Pump House must be raised in elevation to the same elevation of the surrounding levees, and possibly the Pump House must be reinforced (the "**Pump House Work**") to meet the standards of FEMA; and

WHEREAS, Drainage has determined it would be in the best interest of residents of Hidalgo County for Drainage to raise those certain levees not raised by the IBWC, such levees adjacent to the Pump House and to conduct the Pump House Work.

NOW, THEREFORE, Irrigation and Drainage, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Irrigation will engage the services of Lloyd Engineering, Inc., an engineering firm familiar with the design of IBWC levee systems (the "**Evaluation Engineer**"), to evaluate the structural integrity of the Pump House, including the southern wall of such facility, whether the Pump House is structurally sound to serve as part of the IBWC levee system and whether the Pump House can be updated and/or enhanced so that it will be in compliance with FEMA's current, levee height requirement.
2. Irrigation shall pay the first One Hundred Twenty-Eight Thousand Five Hundred and No/100ths Dollars (\$128,500.00) of the cost for the Evaluation Engineer's services. All costs and expenses for the Evaluation Engineer's services to evaluate the integrity of the Pump House in excess of One Hundred Twenty-Eight Thousand Five Hundred and No/100ths Dollars (\$128,500.00) shall be paid by Drainage. On receipt of the Evaluation Engineer's evaluation, Irrigation will provide a copy of the Engineer's evaluation report to Drainage.
3. In the event that the Evaluation Engineer's report provides that the Pump House Work will make the Pump House structurally sound and in compliance with FEMA's current, levee height requirement, then: (a) Irrigation shall procure the services of the Evaluation Engineer to prepare the design and construction plans for the Pump House Work; and (b) Irrigation shall procure the services of contractor(s) to perform the Pump House Work. Such contractor(s) must be experienced in such work. The agreement between the Evaluation Engineer and Irrigation, and the contractor(s) selected to perform the Pump House Work and the construction contract between the contractor(s) and Irrigation are all subject to the approval of Drainage. Drainage shall have the right to review the contractor(s)' responses to the procurement selection but shall have no participation or input into the selection process. Irrigation shall notify Drainage at least ten (10) working days before Irrigation notifies the contractor(s) of their

selection. In the event Drainage does not agree with the contractor(s) selected by Irrigation, Drainage shall notify Irrigation prior to the expiration of the ten (10) working day period referenced in the prior sentence. In such event, this Agreement shall terminate effective on the date of such notice of District's disagreement with Irrigation's selection of the contractor(s). Drainage agrees not to unreasonably delay Irrigation's procurement of the contractor(s) selected by Irrigation for the performance of the Pump House Work. Irrigation agrees that all engineers, contractors, sub-contractors and suppliers shall be paid timely in accordance with their respective contracts and, to the extent allowed by law, Irrigation hereby indemnifies Drainage from any damages caused by the failure to timely pay.

4. The Pump House Work is subject to the consent and approval of the IBWC.
5. Should Irrigation and Drainage each determine to proceed with design and construction plans for the Pump House Work and IBWC has granted its consent for construction to proceed, Irrigation shall pay the first One Hundred Seventy-One Thousand Five Hundred and No/100ths dollars (\$171,500.00) of the cost of the Pump House Work. All cost and expenses of the Pump House Work in excess of Irrigation's One Hundred Seventy-One Thousand Five Hundred and No/100ths dollars (\$171,500.00), including all supplies, labor and equipment, shall be paid by Drainage. The parties agree that any change order that increases the cost of such construction must be approved by both Irrigation and District. In the event that the IBWC reimburses Irrigation and/or Drainage for any cost of the Evaluation Engineer's services and/or Pump House Work, then Irrigation and Drainage shall share such reimbursement proportionately to the amount paid by Irrigation and Drainage respectively towards the cost of the Evaluation Engineer's services and Pump House Work.
6. **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 this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree or amendment thereof, contrary to which the parties have no legal right to contract, the later 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.
7. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. **Entire Agreement.** This Agreement contains the entire agreement 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 both parties, and not otherwise.

9. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party who failed to appropriate sufficient funds. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.
10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
11. **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: (i) personally delivered against a written receipt; or (ii) sent by 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 Irrigation : Hidalgo County Irrigation District No. One
P. O. Box 870
Attention: Manager
Edinburg, Texas 78540

If to District: Hidalgo County Drainage District No. 1
Attention: Chairman of the Board
900 N. Doolittle Road
Edinburg, Texas 78541.

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.

12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns where permitted by this Agreement.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo County Irrigation District No. One and Hidalgo County Drainage District No. 1 have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Irrigation and District in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

[Signature Page Follows]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

IRRIGATION:

HIDALGO COUNTY IRRIGATION DISTRICT
NO. ONE

By: _____
Robert L. Bell, Jr., President

DRAINAGE:

HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1

By: _____
Ramon Garcia, Chairperson, Board of
Directors

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra

monica.badillo@co.hidalgo.tx.us

FW: HCID / HCDD

From : Steve Crain <scrain@atlashall.com>

Thu, Sep 10, 2015 03:21 PM

Subject : FW: HCID / HCDD 3 attachments**To :** 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>**Cc :** 'Raul Sesein' <raul.sesein@hcdd1.org>

Monica: Please place the Amended and Restated Interlocal Agreement with HCID Number One on the next Commissioners Court agenda. If you have any questions, please call. Thanks.

From: Kirby Cavin [mailto:akcavin@atlashall.com]**Sent:** Thursday, September 10, 2015 11:44 AM**To:** 'Steve Crain'**Cc:** rusty@hidalgocountyirrigation.com**Subject:** HCID / HCDD

Steve,

I checked with Rusty and the revisions you requested were fine.

Attached please find a clean and a redlined draft reflecting the changes you requested.

Please review and let me know.

Thanks

Kirby

A. Kirby Cavin
ATLAS HALL & RODRIGUEZ, LLP
818 Pecan Blvd.
McAllen, Texas 78501
<http://www.atlashall.com/>



Atlas Hall
Rodriguez

Mailing Address:

P. O. Box 3725
McAllen, Texas 78502

Sender's:

Direct Dial Number (956) 632-8214
Fax Number (956) 686-6109
E-mail Address akcavin@atlashall.com

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.



Atlas Hall
Rodriguez

image001.jpg
5 KB



Amended and Restated Interlocal v 2.doc
56 KB



Redline of Interlocal Agreement v Amended (2) to v Amended (1).doc
60 KB

AI -51317

9.

DRAINAGE DISTRICT

Meeting Date: 09/15/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)-"Items for which competition is precluded because of existence of patents, copyrights, secret process or monopolies" in connection with the "Maintenance and Support Services Agreement" with Weidenhammer Systems Corporation.

B.) Approval of "Sole Source Declaration" with authority to purchase and enter into a maintenance and support services agreement with Weidenhammer Systems Corporation as required by the Hidalgo County Treasurer's office to provide payroll services to Hidalgo County Drainage District No. 1 in the amount of \$24,124.00 for first year investment and \$4,040.00 for Year 2 annual subscription.

C.) Approval of Budget Amendment from the District's unreserved fund balance for the purchase of above mentioned software & equipment.

D.) Requesting approval to purchase (1) Power Edge R730 Dell Server through the District's membership with DIR Contract No. 42AFU in the amount of \$11,340.79.

BACKGROUND

Fiscal Impact

Attachments

Sole Source

DELL

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Jaime Salazar

Final Approval Date: 09/11/2015

Reviewed By

Veronica Ortiz

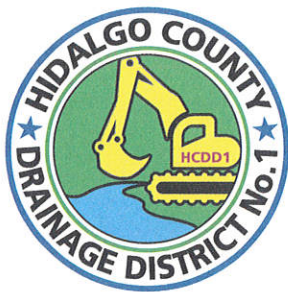
Monica Badillo

Date

09/11/2015 12:23 PM

09/11/2015 05:29 PM

Started On: 09/10/2015 03:48 PM



**HIDALGO COUNTY
DRAINAGE
DISTRICT No. 1**

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

BOARD OF DIRECTORS

RAMON GARCIA
Chairman of the Board

A.C. CUELLAR, JR.
Board Member

EDUARDO "EDDIE" CANTU
Board Member

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

MEMORANDUM

To: HCDD1 Board of Directors

From: Jaime Salazar, Buyer *JS*

Date: September 10, 2015

Re: Sole Source Declaration

CC: Raul E. Sesin, PE, CFM, General Manager

On June 23, 2015; the Hidalgo County Drainage District No.1 Board of Directors approved to amend current inter-local with Hidalgo County to allow the Treasurer's office to provide Payroll Services to the District. The District shall purchase necessary software, support and services in order to be compatible with the Counties financial account system.

The Hidalgo County Auditor's Office/Department possesses and utilizes the current financial account system since 2001's upgrade approved by Hidalgo County Commissioners Court which includes a Software License, Maintenance and Support Agreement.

In 2007, the original vendor information Design, Inc., was acquired by Weidenhammer Systems Corporation. Maintenance Renewal for the financial accounting system has continued under Weidenhammer as they have proprietary ownership of the license and software used by Hidalgo County Auditor.

In addition, Weidenhammer has a Certified Business Associate (CBA) vendor Excel Software Professionals, Ltd. (ESP) that assist clients with needs (i.e. software license, maintenance, support & related services) for Weidenhammer

This declaration will remain in effect through the life term of the equipment, software, hardware, maintenance and support services.



September 3, 2015

Mr. Jaime Salazar
Hidalgo County Drainage District
902 Doolittle
Edinburg, TX 78542

Dear Mr. Salazar,

Please be advised that Weidenhammer Systems Corporation is the sole source of for the entire **alio** product line and annual support contracts. Our software carries a copyright as intellectual property wholly owned, supported and distributed by Weidenhammer. There are no other organizations who have a contract with Weidenhammer which would allow them to sell our software.

If you need any further clarification on this issue do not hesitate to call or email me.

Frank W. Heins

Executive Vice President
Weidenhammer Systems Corporation
fheins@hammer.net

September 3, 2015

Ms. Lora Biones
Hildago County Drainage District #1
902 Doolittle
Edinburg, TX 78542

Dear Ms. Biones,

Thank you for your request for pricing on the **alio** Financial Administrative Solution offered by Weidenhammer Systems. The following software, support, and services are included in this quotation. The subscription price includes licensing for all applications shown plus the annual support contract. Services shown below are estimates of the amount of services required to implement the applications in the first year.

alio SUBSCRIPTION COST QUOTATION

September 3, 2015

			<u>Services</u>	
alio Financial Accounting System			\$3,772	
General Ledger			included	
Accounts Payable			included	
alio Payroll			\$3,800	
	<u>Licensing Fee</u>	<u>Annual Support</u>	<u>Services</u>	<u>Total</u>
ORACLE	\$3,312	\$662	\$1,500	\$5,474
1 ORACLE Database Std Edition One				(4)
1 ORACLE Forms and Reports Only				(6)
(1) The Services subtotal shown above includes approximately 52 hours of training and consulting.				
Implementation Management - 36 hours PREPAID			\$6,300	
alio Installation Services: addl - 8 Hours			\$1,400	
QUOTATION TOTAL	\$3,312	\$662	\$16,772	
QUOTATION SUMMARY				
Annual Subscription Amount		\$4,040		
Upfront Third-Party Software Fees		\$3,312		
Upfront Services		\$16,772		
YEAR 1 TOTAL INVESTMENT		\$24,124		
YEAR 2 AND FORWARD ANNUAL SUBSCRIPTION**		\$4,040		

** Subject to cost-of-living adjustments

Prices quoted per version 7.30, of the Weidenhammer alio pricer

Prices quoted herein are firm for 90 days and subject to terms and conditions of applicable Weidenhammer Systems and vendor agreements. Pricing for additional years of support may be obtained by contacting your sales rep.

- (2) Total Year One Investment includes products and services required for implementation, consulting, training, etc. The costs shown do not include actual expenses (see (9) below). System setup and installation includes configuration of the database(s) as well as loading of the application software on the server(s). Training is calculated for a maximum of ten (10) participants per class. An additional \$75 will be charged for each additional participant per class.
- (4) Oracle Database Server quoted above includes the shown quantity of Database Standard Edition One licenses.
Oracle Database licenses are application specific, full use licenses for unlimited users.
Oracle Database Standard Edition One server cannot be capable of more than 2 processors per server
- (6) Oracle Application Server quoted above includes the shown quantity of Oracle Forms and Reports Only licenses.
Oracle Application servers cannot be capable of more than 2 processors per server
Oracle licenses are required for EACH CPU. If your organization already owns Oracle Full Use license(s) for the Database and/or Application Server(s), the Oracle license fees and related annual support costs shown may be either reduced or eliminated.
- (9) Out-of-Pocket Expenses are not included in the quote total above but are estimated at \$8,580 and will be billed at our cost to the client. These expenses may include, but not be limited to travel day charges (\$400 per day), lodging, meals, tolls, airfare, and mileage or rental car and fuel."

Purchase orders for licensing and other components are to be sent to the following address:

\$7,352 Weidenhammer
935 Berkshire Blvd.
Wyomissing, PA 19610
Attention: Kevin Brobst
Fax 610-396-4820

Purchase orders for all professional services are to be sent to the following address:

\$16,772 Excel Software Professionals
6860 Exchequer Drive
Baton Rouge, LA 70809
Attention: Stephen deBessonnet
Fax

If you have any questions, please call or email. Thank you for your business.

Very Truly Yours,

Kevin Brobst
Account Executive
Weidenhammer
kbrobst@hammer.net
800-437-7956, ext. 4027

SOFTWARE LICENSE AGREEMENT

Agreement No: 15131

This Software License Agreement is made and entered into this 2nd day of September, 2015, (the "Effective Date"), by and between WEIDENHAMMER SYSTEMS CORPORATION ("WSC"), a Pennsylvania corporation, and a DRAINAGE DISTRICT ("LICENSEE") having its principal place of operation at 902 Doolittle, Edinburg, TX 78542 with reference to the following facts:

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, WSC and Licensee agree as follows:

1. DEFINITIONS When used in this agreement, the following terms will have the following meanings:

1.1. "Agreement" means the terms and conditions governing the rights and obligations of the parties hereto and contained in the following documents which are all hereby incorporated by reference into this Agreement:

- (a) This Software License Agreement; and
- (b) All exhibits/addenda attached hereto; and
- (c) The Software Support and Maintenance Agreement; and
- (d) The Professional Services Agreement

1.2 "Installation Period" means the period extending ninety (90) days after completion of installation of the Software at the Licensed Location.

1.3. "License" means this Agreement and the rights and obligations conferred and imposed hereby.

1.4 "Licensed Location" means the location or locations identified in Exhibit 1 at which the Software may be used by Licensee.

1.5 "License Fees" means the license fees set forth in the License Fee Schedule attached as Exhibit 1.

1.6 "Key Personnel" means the designated personnel of WSC or WSC consultants responsible for the installation of the Software and maintenance of the Software during the Installation Period.

1.7 "alio" means a package of proprietary computer programs.

1.8 "Software" means, collectively, the modules of alio and any ancillary computer software (Oracle, EDGE) identified in Exhibit 1 and Exhibit 3 and all components thereof, including, without limitation, all updates, modifications, enhancements, and other derivative works thereto and all documentation relating to the Software or the use thereof provided by WSC or by WSC to Licensee in accordance with this Agreement.

1.9 "Software Support Agreement" means the Support and Maintenance Agreement with respect to the Software between WSC and Licensee dated the date of this Agreement.

1.10 "Key Contact Person" means the employee designated by Licensee to represent Licensee for functions such as implementation planning, authorization of billing, and determining who can call for support.

1.11 "CBA" shall mean Certified Business Associate. A CBA is a partner which WSC has approved to sell and support Software on WSC's behalf.

2. RECITALS

A. WSC is the owner or an authorized licensee of the Software.

B. Licensee, subject to the terms and conditions set forth in this Agreement, desires to obtain a license from WSC to use the Software.

C. WSC, for the consideration and on the terms and conditions set forth below, desires to grant to Licensee a license for such use.

3. LICENSE, OWNERSHIP AND PERMITTED USE

3.1 License Upon payment by Licensee of the License Fees provided for herein and subject to the terms and conditions of this Agreement, WSC hereby grants to Licensee a perpetual (subject to the termination provisions set forth herein), non-exclusive, non-transferable license to use the Software at the Licensed Location for the limited purpose of processing Licensee's own data or data which Licensee must process from third parties in the ordinary course of its business operations as permitted hereunder.

3.2 Ownership Licensee acknowledges that title to the Software and all intellectual property rights associated therewith, including copyright and trade secret rights, will remain with WSC. Any copies of the Software, or copies of any portion thereof, including any updates, modifications, enhancements or other derivative works made by Licensee in accordance with the rights granted in this Agreement will belong to WSC. Licensee agrees to include on all derivative works a notice acknowledging the copyright and ownership of the Software and associated documentation by WSC, as instructed by WSC.

Oracle or its licensors retain all ownership in the intellectual property right to their programs, operating systems and integrated software.

3.3 Duplication of Software Except as provided herein Licensee may not make copies of the Software or copy the Software distribution media provided by WSC. Licensee may not make more than two backup copies of the Software as is necessary and incidental to its permitted use under the terms of this Agreement. Licensee will exercise reasonable care to ensure that no person shall make or obtain any copy or copies of the Software not specifically authorized by this Agreement. The Software will be maintained at and not be removed from the Licensed Location except that the Software may be temporarily transferred to a backup computer in the event that the primary computer system is not operational or as set forth in Section 3.7. Any copy made for Licensee's use or for backup purposes must include the same copyright and other proprietary notices as appear on the Software delivered by WSC under the terms of this Agreement.

3.4 CONFIDENTIALITY

A. Licensee's Obligations Subject to law, Licensee agrees not to disclose or release any confidential information concerning the Software to any third parties without the prior written consent of WSC. Confidential information, for purposes of this provision, will mean the Software and any information about the Software which contains technical information, trade secrets or other proprietary information concerning the Software including any results of benchmark tests of the Software. WSC will not unreasonably delay or withhold its consent allowing Licensee to disclose confidential information to third-party consultants, technicians, or others who have a reasonable basis for acquiring access to the confidential information in the ordinary course of maintaining, analyzing, upgrading, or otherwise servicing, repairing

or accessing Licensee's hardware or software systems provided that such third parties enter into a written confidentiality agreement in the form attached to this Agreement as Exhibit 4. Licensee will not disclose confidential information to third parties who compete in developing or implementing software which is competitive with the Software.

B. WSC's Obligations WSC shall comply with all applicable local, county, state, and federal laws and regulations, including without limitation those regarding the provision of educational software, copyright, student records, and student confidentiality. WSC shall maintain the security, accuracy, integrity, and confidentiality of Licensee's electronic systems, networks and data to which WSC has access and shall cause its agents and vendors to do the same.

3.5 Trademarks No rights with respect to any trademark, trade name, service mark, logo type, advertising, or other commercial symbol or related characteristic of WSC is licensed, granted or transferred under this Agreement. Licensee agrees that in making reference to any trademarks, trade names or service marks of WSC, it will follow any written guidelines provided by WSC with respect to such trademarks, trade names and service marks.

3.6 Reverse Engineering Licensee agrees not to attempt to reverse engineer, disassemble or decompile the Software.

3.7 Permitted Use The Software will be used only at the Licensed location. The Software will only be used within the scope of the application components included in this Agreement. Use of the Software will be limited to the database server(s) operated by Licensee identified in Exhibit 2. Except with respect to temporary transfers permitted in accordance with Section 3.3, Licensee will notify WSC in writing at least 10 (ten) days prior to any transfer of the Software to another primary database server and advise WSC of the configuration of the hardware to which the Software will be transferred. Such transfer may not be affected unless WSC certifies in writing that such hardware configuration is permitted under the License, which certification WSC shall not unreasonably withhold. Upon completion of a permitted transfer, Licensee will certify to WSC that the Software has been removed from the original server. In the event that a primary database server is not operational, Licensee may temporarily transfer the Software to a back-up server at a Licensed Location and will simultaneously notify WSC of such temporary transfer. Licensee agrees that it will not use the Software in violation of the terms and conditions in this Agreement, or in any way that exceeds the scope of its License. Use of the Software will be restricted to object code only with the exception of certain programs that are provided in source code format to facilitate their use. This Agreement is subject to and Licensee agrees to the following restrictions and obligations: (1) to restrict use of the programs to the scope of the Software and to the internal business operations of Licensee; (2) to prohibit (a) an end user from assigning, giving, or transferring the Software and/or any services ordered or an interest in them to another individual or entity (if Licensee grants a security interest in the Software and/or any services, the secured party has no right to use or transfer the programs and/or any services); (b) timesharing, subscription service, leasing, hosting, outsourcing or rental use of the Software; and (c) title to the Software from passing from Licensee to any other party; (3) to prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Software (4) to prohibit publication of any results of benchmark tests run on the programs; (5) to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws; (6) to not require WSC, Oracle or other ancillary software providers to perform any obligations or incur any liability not previously agreed to in writing; (7) to permit WSC to audit Licensee's use of the Software and report such use to Oracle; or to assign WSC's right to audit Licensee's use of the programs to Oracle; (8) to designate Oracle as a third party beneficiary of this Agreement; (9) to exclude the application of the Uniform Computer Information Transactions Act; (10) to understand that third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the Oracle program documentation, readme files, notice fields, and installation details and not under the terms of this

Agreement; (11) to restrict use of any additional programs that Oracle may include with the programs ordered for trial, non-production purposes only; (12) to inform that Oracle support will come from WSC; (13) to disclaim, to the extent not prohibited by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs; and (14) to acknowledge that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement. Licensee may allow end users to permit agents or contractors to use the programs on Licensee's behalf for the purposes set forth in this Agreement, subject to the terms of this Agreement, provided that Licensee is responsible for such agents' and contractors' compliance with the Agreement in such use. WSC may report any information concerning Licensee's use of ancillary software programs and assign to the company providing the ancillary software the right to inspect or enforce any of the rights granted to WSC pursuant to Section 8.2 to audit or monitor the use of the Software.

3.8 State Requirements Code (SRC). Unless SRC is available for a given state and Licensee purchases a license to such SRC from WSC, WSC makes no representation that licensed product includes any SRC designed to meet a particular state's reporting requirements. If SRC is supplied as part of licensed product, Licensee acknowledges that the SRC is intended as a tool to assist Licensee in complying with state regulatory requirements that may apply and that the SRC will be maintained to conform to such requirements now or in the future. It is Licensee's, not WSC's, responsibility to understand and comply with all such requirements. Enhancements to SRC are made available by WSC to Licensee as stated in Section 3.4 of the Software Support and Maintenance Agreement.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall remain in force until terminated as provided in this Agreement.

4.2 Termination by Licensee. This Agreement may be terminated by Licensee within thirty (30) days after the contract Effective Date upon not less than five (5) days prior written notice to WSC, provided that if delivery of the Software has occurred: (1) Licensee returns the Software to WSC in the same condition as received, normal wear and tear excepted; and (2) Licensee provides written certification by a duly authorized officer stating that all copies of the Software have been returned to WSC or destroyed. In the event Licensee exercises its right to terminate this Agreement within 30 days after the contract Effective Date, any payment made by Licensee to WSC will be refunded less charges at WSC's current hourly rate for time expended by WSC after execution of this Agreement. Refund will be made only after receipt by WSC of the Software and receipt of Licensee's certifications that the Software have been returned or destroyed.

4.3 Termination by WSC. If Licensee is in breach of any of its obligations under this Agreement, then WSC shall notify Licensee in writing of the details of such breach. If Licensee fails to correct the breach within sixty (60) days of receipt of such written notice from WSC, then WSC shall have the right to suspend performance under or terminate this Agreement immediately upon written notice to Licensee, and exercise any and all of its rights and remedies existing at law or in equity. Licensee shall pay all expenses of such enforcement, including reasonable attorneys' fees. In addition, this license will automatically terminate if Licensee ceases using the Software at any time for a period of six (6) months or more.

4.4 Duties upon Termination. Upon termination of this Agreement, Licensee will return or destroy all copies of the Software, including computer programs stored on Licensee's computer(s) and the written materials pertaining to the Software. Licensee will certify to WSC in writing within ten (10) days after the termination of this Agreement that such return or destruction has been completed. The termination of the Agreement and the return or destruction of the Software will not affect the obligations defined herein or the right of the non-breaching party to recover money damages occasioned by the breach of this Agreement.

5. DELIVERY, INSTALLATION AND PROFESSIONAL SERVICES

5.1 Delivery and Installation. WSC and/or CBA agrees to deliver the Software to Licensee at Licensed Location and to install the Software, as covered in section 5.2, on Licensee's computer system no later than four (4) weeks after the Effective Date, unless otherwise mutually agreed by Licensee and WSC or CBA.

5.2 Professional Services. WSC and/or CBA will provide professional services related to the installation, use and operation of the Software for the number of days and at the cost described in Exhibit 1. All WSC and CBA professional services are subject to the terms and conditions of a separate WSC or CBA services agreement. WSC and/or CBA will provide such services on-site at the facilities of Licensee, at a WSC location, via web conferencing software or at a mutually agreeable location, at such time or times as may be mutually convenient.

5.3 Support and Software Maintenance. WSC and/or CBA shall provide support and software maintenance as defined in the Software Support Agreement.

5.4 Key Personnel. Prior to the installation of the Software, WSC and/or CBA and Licensee each will designate Key Personnel and a Key Contact Person who will be the primary point of communication for the designated party during the Installation Period with respect to installation of the Software and a Key Contact Person who will be the primary point of contact for all payment decisions. During implementation planning WSC and/or CBA and Licensee will designate Key Personnel and a Key Contact Person for each Licensed Program. The Key Personnel and Key Contact Person and any substitutes will be fully and adequately trained in accord with accepted industry practices, and will hold all necessary or advisable certifications and licenses, if any, related to the project.

5.5 Additional Training. After completion of training during the Installation Period, any additional training requested by Licensee will be furnished pursuant to a separate WSC or CBA services agreement.

6. LICENSE FEE AND PAYMENT SCHEDULE

6.1 License Fee. As consideration for the Software provided to Licensee pursuant to this Agreement, Licensee will pay to WSC or CBA the License Fees upon invoice and subject to the terms and conditions of this Agreement and the related contract documents. The License Fees will be paid in accordance with payment schedule set out in Exhibit 1.

6.2 Finance Charge. Invoices which remain unpaid by Licensee after thirty (30) days of the invoice date shall be subject to a monthly finance charge of no more than 1.25% which shall be added to the fee due and owing to WSC.

6.3 Applicable Taxes. The fees payable under this Agreement shall not be construed to include local, state or federal sales, use, excise, personal property or other similar taxes or duties, and any such taxes shall be assumed and paid for by Licensee except those taxes based on the net income of WSC.

6.4 Out-of-Pocket Expenses. Any reasonable out-of-pocket expenses actually incurred by WSC or CBA in the performance of services (as evidenced by written receipts or other documentation) and which have been pre-approved in writing by Licensee shall be paid by Licensee. Out-of-pocket expenses shall mean any reasonable expenses incurred connection with this Agreement in the category of: local travel from WSC or CBA facilities or travel and subsistence expenses in the event the services are to be performed at Licensee's site.

7. LIMITED WARRANTIES

7.1 Conformity With Specifications. WSC warrants that the Software, when properly used by Licensee in accordance with this Agreement, will meet all relevant and applicable industry standards and will substantially conform to the applicable description and

specifications contained in the documentation delivered with the Software.

7.2 Right to License Software. WSC represents and warrants to Licensee that WSC has the right to grant the License for the Software to Licensee as provided herein, and that neither the Software nor any part thereof infringes upon any proprietary rights of any third party.

7.3 Viruses. WSC will run a commercially available virus protection program against the Software prior to delivery to Licensee and eliminate any viruses detected in that process.

7.4 Computer Hardware/Operating System Software. WSC will review Licensee's proposed hardware configuration and proposed operating system software and will advise Licensee whether the proposed hardware configuration and operating system software are capable of running the Software provided that the hardware and operating system software perform in accordance with the manufacturer specifications. WSC may recommend alternative selections to Licensee with regard to the installation of the Software. WSC MAKES NO REPRESENTATION OR WARRANTY TO THE LICENSEE CONCERNING COMPUTER HARDWARE OR OPERATING SYSTEM SOFTWARE.

7.5 DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. WSC DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT WSC WILL CORRECT ALL PROGRAM ERRORS. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 7.1, 7.2 AND 7.3 ABOVE AND 8.18 BELOW, THE SOFTWARE IS LICENSED AS IS AND WSC HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WSC WILL NOT BE LIABLE TO LICENSEE FOR ANY LOST PROFITS, LOST BUSINESS, OR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE INSTALLATION OR USE OF THE SOFTWARE OR INABILITY TO USE THE SOFTWARE. IN NO EVENT WILL THE LIABILITY OF WSC FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE VALUE OF LICENSE FEES PAID TO WSC.

7.6 Termination of Warranties. The warranties set forth in Section 7.1 of this Agreement will terminate upon the earlier of termination of this Agreement or the Software Support Agreement.

8. GENERAL PROVISIONS

8.1 Uniform Act. The Uniform Computer Information Transactions Act will not apply to this Agreement.

8.2 Audit. Licensee will maintain and allow WSC to inspect records of the number and location of the original and all copies of the Software. All such records will be maintained at the Licensed locations, unless agreed by WSC. Before disposing of any media containing the Software or any part thereof, Licensee will take all necessary steps to destroy or erase all Software codes, programs and other proprietary information of WSC, Oracle, RxLaser, and any other ancillary software contained in such media.

8.3 Sales and Other Taxes. Unless WSC has been provided with proof of exception from payment of taxes, Licensee will pay to WSC all sales, use, value added and other similar taxes pertaining to the sale and use of the Software by Licensee.

8.4 Bankruptcy. Failure by Licensee to assert its rights to retain benefits to the intellectual property encompassed by the Software under provisions of the United States Bankruptcy Code will not be construed by the courts as a termination of this Agreement by Licensee pursuant to 11 U.S.C. 365(n)(1)(A).

8.5 Assignment. This Agreement will be binding on the parties and their respective successors and assigns. Licensee may not assign this Agreement without the prior written consent of WSC which shall not be unreasonably withheld.

8.6 Third-Party Beneficiaries. WSC and to the extent that the software of any entity including but not limited to WSC, Oracle and RxLaser is incorporated into and used with the Software, are intended third party beneficiaries of this Agreement.

8.7 Status. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer – employee, master-servant, joint venture, partnership, or other relationship between WSC and Licensee.

8.8 Entirety. The provisions contained in this Agreement set forth the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof.

8.9 Modification. This Agreement may not be modified or amended except by written agreement signed by both parties.

8.10 Attorneys' Fees. The prevailing party in any action to construe or to enforce this Agreement will be entitled to payment by the other party of its reasonable attorneys' fees and costs incurred in the preparation, prosecution and appeal of such action. The recovery of attorneys' fees and costs will be in addition to any other injunctive relief or judgment obtained.

8.11 Notice. All notices required or permitted under this Agreement will be deemed given when deposited in the United States mails, postage prepaid, addressed to the party for whom notice is intended, at the address specified for such party below or such other address for notice specified by such party in a notice similarly given. Such notices will also be deemed given when actually delivered to such address by courier or other means in an envelope addressed to the party for whom notice is intended. Facsimile notice will be effective only upon proof of receipt by the party for whom notice is intended, by acknowledgement of receipt by that party or otherwise.

If to WSC: Weidenhammer Systems Corporation
935 Berkshire Boulevard
Wyomissing, PA 19610
Attn: John P. Weidenhammer

If to Licensee: Hidalgo County Drainage District
902 Doolittle
Edinburg, TX 78542
Attn: Ms. Lora Biones

8.12 Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, such finding will not affect the validity or enforceability of the other terms and conditions hereof.

8.13 Waiver. Failure of either party to enforce the provisions of this Agreement or the failure to require the performance by the other party of any provision hereof will not constitute or be construed as a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every provision at any time thereafter.

8.14 Survival. Except as otherwise provided in this Agreement, all representations and warranties made by either party will survive the termination of this Agreement for any reason.

8.15 Injunctive Relief. Licensee recognizes the unique nature of computer software and the intellectual property rights associated therewith. Accordingly, Licensee acknowledges WSC's right to immediate injunctive relief in case of any breach of this Agreement by Licensee, in addition to any other remedy which may be available, at law or in equity.

8.16 Authority. Each party and the individual executing this Agreement on behalf of such party, individually, represent that such individual is authorized to sign this Agreement on behalf of the party that he or she represents and that all necessary authorization and approvals have been obtained for such party to enter into this Agreement, that this Agreement does not violate any applicable statute or regulation or other restriction upon the

conduct of the party and is binding upon and enforceable against the party in accordance with its terms.

8.17 Indemnification. WSC will indemnify, hold harmless and defend Licensee against any claim that the Software infringes any patent, copyright, trade secret or other intellectual property right of a third party in existence as of the date of this Agreement. Licensee will promptly notify WSC of any such claims and agrees to assist WSC in the defense thereof, at WSC's expense.

8.18 Hold Harmless. Licensee will indemnify, hold harmless and defend WSC, its employees, officers, shareholders and directors, from any claims and costs, fees and expenses thereof whatsoever arising against WSC as a result of a breach of this Agreement by Licensee or a violation by Licensee of applicable law. WSC shall indemnify, hold harmless and defend Licensee, its Board of Education, and its employees and officers from any claims and costs, fees and expenses thereof whatsoever arising against Licensee as a result of a breach of this Agreement by WSC, or a violation by WSC of applicable law, or for any injury or loss arising from this Agreement.

IN WITNESS WHEREOF, WSC and Licensee have executed this Agreement on the date and year first mentioned above written.

WEIDENHAMMER SYSTEMS CORPORATION

BY:

(Authorized Signature)

John P. Weidenhammer, President
(Name & Title)

(Date)

DRAINAGE DISTRICT:

(Authorized Signature)

(Name & Title)

(Date)

Exhibit 1

Licensed Location:

Hidalgo County Drainage District
902 Doolittle
Edinburg, TX 78542

Licensed Products:

Provided per specifications defined by Licensee, a copy of which is attached as Exhibit 5. (See attached addendum for approved enhancements)

License Fees:

Fees detailed per specifications defined by Licensee, a copy of which is attached as Exhibit 5.

Services:

Installation and implementation services will be provided by WSC or CBA as shown in Exhibit 5.

If custom programming services are included in the proposal in Exhibit 5, these costs should be deemed as an approximation of development costs. Further requirements and definition will be needed to ascertain if additional costs will be needed or if the estimate will be enough to cover the custom development costs.

Payment Schedule Terms:

WSC alio Software:	License Fee – Invoiced upon execution of contract – Net 30 days
	1 st Yr Support/Maintenance Fees - Invoiced upon execution of contract - Net 30 days
Custom Programming:	Invoiced upon delivery — Net 30 days
Non WSC Software:	Invoiced upon execution of contract — Net 30 days
Professional Services:	Invoiced as incurred — Net 30 days

Exhibit 2

alio System Servers

The information in this Exhibit is to be provided to WSC at the address specified in paragraph 8.12 of this Agreement upon installation or change of the following server platforms.

alio Oracle Database Server – can be a platform capable of supporting up to a maximum of two CPUs, with the number of CPUs specified below actually installed:

Make	Model	No. of Processors
_____	_____	_____

alio Oracle Application Server –total number of cores installed in this server platform must be limited to the number below:

Make	Model	No. of Processors	No. of Cores
_____	_____	_____	_____

Exhibit 3

Oracle Software License(s)

Unlimited Users, One CPU, Oracle Standard Edition One Database, Application Specific Full Use License

Unlimited Users, One CPU, Oracle Forms and Reports Application Server, Application Specific Full Use License

Exhibit 4

Confidentiality Agreement

The Confidentiality Agreement comprising Exhibit 4 on the following page must be provided to and signed by any third party at the time they are given access to the Software, as specified in paragraph 3.4 of the Agreement.

CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into this ____ day of _____, ____ by and between third-party person or company ("Consultant") and Hidalgo County Drainage District ("Agency").

RECITALS:

A. The Agency is the licensee of certain proprietary software licensed by Weidenhammer Systems Corporation ("WSC"), known as **alio** and ancillary computer software to be used in conjunction with **alio**. **alio** and all ancillary software provided by WSC will be referred to in this Agreement as "Software." The Software includes, without limitation, the computer programs, schemas of the data base, and all documentation relating thereto which shall be referred to collectively as the "Proprietary Information."

B. The Agency has engaged the Consultant to perform services in the ordinary course of maintaining, analyzing, upgrading, or otherwise servicing, repairing or accessing the Agency's hardware or software systems.

C. The services for which the Consultant has been engaged will require that the Consultant be given access to the Proprietary Information which information is subject to a confidentiality requirement under the Agency's license agreement with WSC.

D. In order to satisfy the Agency's obligation to WSC to protect the confidentiality of the Proprietary Information and as a condition of employment, the Consultant and the Agency have agreed to enter into this Confidentiality Agreement.

NOW, THEREFORE, it is agreed as follows:

1. The Consultant understands and agrees that the Proprietary Information is the property of WSC or its licensors, and as an agent of the Agency agrees to be bound by all license stipulations specified in the Weidenhammer Systems Corporation Software License Agreement entered into by the Agency. The Consultant agrees to use reasonable care to safeguard the Proprietary Information and to prevent its unauthorized use or disclosure to third parties.

2. The Consultant agrees to use the Proprietary Information only in connection with its employment by the Agency and only to the extent necessary to perform the services for which it has been engaged.

3. The Consultant shall, upon completion of the services performed on behalf of the Agency, return the Proprietary Information to the Agency.

4. The Consultant represents to the Agency and for the benefit of WSC that the Consultant is not currently marketing or developing for market any software system capable of performing functions substantially similar to those performed by the Software and that it has no current intention to develop such system or to consult with any other entity for that purpose.

5. Any and all work performed for the Agency in connection with the Software shall belong to WSC, subject to its license to the Agency. The Agency shall have a royalty-free license to use all deliverables for Agency's internal use only, solely for the purpose for which such deliverables were provided.

6. The Consultant shall indemnify and hold the Agency harmless from any claim arising from the Consultant's infringement or violation of WSC's copyright in the Proprietary Information.

7. In any action to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, a reasonable attorney's fee to be taxed as costs of the action.

Dated this ____ day of _____, ____

By:

By:
"Consultant"

Exhibit 5

Specifications and Pricing



September 3, 2015

Ms. Lora Biones
Hildago County Drainage District #1
902 Doolittle
Edinburg, TX 78542

Dear Ms. Biones,

Thank you for your request for pricing on the **alio** Financial Administrative Solution offered by Weidenhammer Systems. The following software, support, and services are included in this quotation. The subscription price includes licensing for all applications shown plus the annual support contract. Services shown below are estimates of the amount of services required to implement the applications in the first year.

alio SUBSCRIPTION COST QUOTATION

September 3, 2015

			<u>Services</u>	
alio Financial Accounting System			✓ \$3,772	
General Ledger			✓ included	
Accounts Payable			✓ included	
alio Payroll				\$3,800
	<u>Licensing Fee</u>	<u>Annual Support</u>	<u>Services</u>	<u>Total</u>
ORACLE	✓ \$3,312	✓ \$662	✓ \$1,500	✓ \$5,474
1 ORACLE Database Std Edition One				(4)
1 ORACLE Forms and Reports Only				(6)
(1) The Services subtotal shown above includes approximately 52 hours of training and consulting.				
Implementation Management - 36 hours PREPAID			✓ \$6,300	
alio Installation Services: addl - 8 Hours			✓ \$1,400	
QUOTATION TOTAL	\$3,312	\$662	\$16,772	
QUOTATION SUMMARY				
Annual Subscription Amount		\$4,040		
Upfront Third-Party Software Fees		\$3,312		
Upfront Services		\$16,772		
YEAR 1 TOTAL INVESTMENT		\$24,124		
YEAR 2 AND FORWARD ANNUAL SUBSCRIPTION**		\$4,040		

** Subject to cost-of-living adjustments

Prices quoted per version 7.30, of the Weidenhammer alio pricer

Prices quoted herein are firm for 90 days and subject to terms and conditions of applicable Weidenhammer Systems and vendor agreements. Pricing for additional years of support may be obtained by contacting your sales rep.

- (2) Total Year One Investment includes products and services required for implementation, consulting, training, etc. The costs shown do not include actual expenses (see (9) below). System setup and installation includes configuration of the database(s) as well as loading of the application software on the server(s). Training is calculated for a maximum of ten (10) participants per class. An additional \$75 will be charged for each additional participant per class.
- (4) Oracle Database Server quoted above includes the shown quantity of Database Standard Edition One licenses. Oracle Database licenses are application specific, full use licenses for unlimited users. Oracle Database Standard Edition One server cannot be capable of more than 2 processors per server.
- (6) Oracle Application Server quoted above includes the shown quantity of Oracle Forms and Reports Only licenses. Oracle Application servers cannot be capable of more than 2 processors per server. Oracle licenses are required for EACH CPU. If your organization already owns Oracle Full Use license(s) for the Database and/or Application Server(s), the Oracle license fees and related annual support costs shown may be either reduced or eliminated.
- (9) Out-of-Pocket Expenses are not included in the quote total above but are estimated at \$8,580 and will be billed at our cost to the client. These expenses may include, but not be limited to travel day charges (\$400 per day), lodging, meals, tolls, airfare, and mileage or rental car and fuel."

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

Agreement No. 15133

This Agreement is made and entered into this 2nd day of September, 2015, (the "Effective Date"), by and between WEIDENHAMMER SYSTEMS CORPORATION ("WSC"), a Pennsylvania corporation, and HIDALGO COUNTY DRAINAGE DISTRICT, ("Licensee"), having its principal place of operation at 902 Doolittle, Edinburg, TX 78542

RECITALS

A. WSC is the owner or an authorized licensee of a package of proprietary computer programs known as **alio** and ancillary computer software to be used in conjunction with **alio**. **alio** and all ancillary software provided by WSC will be referred to in this Agreement as the "Software".

B. Licensee, subject to the terms and conditions set forth in this Agreement, desires to obtain support services and licensed program maintenance from WSC to assist Licensee in its use and operation of the Software from WSC for select modules of **alio** and additional ancillary software to be used with **alio**; and WSC, for the consideration and on the terms and conditions set forth below, desires to grant to Licensee these services.

NOW THEREFORE; in consideration of the mutual covenants contained herein, and intending to be legally bound, WSC and the Licensee agree as follows:

1. DEFINITIONS . When used in this Agreement, the following terms will have the following meanings:

1.1. "Software" means, collectively the computer software identified in **Exhibit 1** of the Weidenhammer Systems Corporation Software License Agreement between the parties and dated October 7, 2014, (the "License Agreement") and all components thereof, including, without limitation, all releases, updates, revisions and enhancements thereto, ancillary software provided by third parties such as Oracle Corporation and Softdocs and all documentation relating to the computer software or the use thereof provided by WSC in performing its obligations hereunder.

1.2 "Agreement" means the terms and conditions governing the rights and obligations of the parties hereto and contained in the following documents which are all hereby incorporated by reference into this Agreement.

- a) This Software Support and Maintenance Agreement; and
- b) The Software License Agreement

1.3. "Errors" shall mean a reproducible failure of Software to operate in accordance with its standard documentation, despite the proper installation and use of Software in a proper operating environment and on hardware and system software sufficient to meet WSC's minimum requirements, which may change over the life of this Agreement as New Releases or New Versions are released. User mistakes are not Errors within the meaning of this Agreement. Errors may be due to problems in Software, the documentation, or both.

1.4 "Fix" shall mean a patch, service pack or corrective update of Software which WSC prepares on an interim basis (prior to issuance of a New Release or New Version) to correct programming Errors that prevent or obstruct normal operation of Software in accordance with the applicable then-current documentation. Fixes are licensed to Licensee under the same terms as Software, unless otherwise stated in writing by WSC.

1.5 "New Products" shall mean new program products or modules of WSC that provide features, functions or applications not included in Software. A new name will generally be associated with New Products. A New Product may be usable with or in addition to Software and will be licensed to Licensee under the terms of a Software License Agreement after payment of applicable fees.

1.6 "New Release" shall mean an update of Software issued by WSC as a "New Release", which includes all Fixes, together with such other corrective updates and improvements to Software that WSC may, in its discretion, develop and deem ready for distribution. A New Release is licensed to Licensee under the same terms as the old release, unless otherwise stated in writing by WSC. A New Release will have a new number to the right of the decimal point in the product number. For example, a change of the product numbering from Version 2.2 to Version 2.3 would evidence a New Release.

1.7 "New Version" shall mean an upgrade of Software issued by WSC as a "New Version", which includes all Fixes, together with such other corrective updates and major enhancements and improvements to Software that WSC may, in its discretion, develop and deem ready for distribution. A new Version is licensed to Licensee under the same terms as the old version, unless otherwise stated in writing by WSC. A New Version will have a new number to the left of the decimal point. For example, a change of the product numbering from Version 2.3 to Version 3.0 would evidence a New Version.

1.8 "Support Services" shall mean those services provided hereunder with respect to the Software.

1.9 "Support Term" shall mean the length of time Support Services are to be provided hereunder and for which Licensee has paid any applicable Support Services fees; including any initial Support Term and any renewal Support Terms provided for in this Agreement.

1.10 "CBA" shall mean Certified Business Associate. A CBA is a partner which WSC has approved to sell and support Software on WSC's behalf.

2. SUPPORT TERM; FEES. Licensee's initial Support Term will begin upon the Effective Date of this Agreement and terminate one (1) year thereafter, unless otherwise specified in WSC's written acknowledgment of Licensee's order, or terminated earlier in accordance with the terms of this Agreement. Upon expiration of the initial Support Term or any renewal Support Term, Licensee's Support Term shall automatically be extended for a renewal Support Term of one (1) year, unless: (a) either party notifies the other in writing of non-renewal at least thirty (30) days prior to the end of the expiring Support Term; or (b) WSC or CBA does not receive the applicable Support Services fees for the renewal Support Term within thirty (30) days of WSC or CBA's invoice. For the initial Support Term, Licensee shall pay the charges specified



on **Exhibit 1** of the License Agreement. For renewal Support Terms, Licensee shall pay WSC or CBA's then-current annual support services fees. In addition, in the event that WSC supplies any new or modified terms and conditions to Licensee related to the provision of Support Services in a renewal term, such new or modified terms and conditions will govern WSC or CBA's provision of such Support Services in such renewal term. In the event that WSC or CBA provides, in its discretion, services requested by Licensee that are outside the scope of Support Services, or services resulting from Licensee's failure to fulfill its responsibilities set forth in this Agreement, Licensee shall be charged for those services at WSC or CBA's then-current time and materials rates.

3. SOFTWARE SUPPORT In consideration of the payment of the software support fees described in **Exhibit 1** of the License Agreement, WSC or CBA will support the Software described in **Exhibit 5** of the License Agreement, exclusive of any modifications made by the Licensee (unless such modifications are directed or approved by WSC), with services and consultation to assist Licensee in its use and operation of the Software and in order to ensure that the Software operates as specified and represented by WSC ("Software Support"). Response time for such services will not exceed four hours during the hours of coverage. The hours of coverage are Monday through Friday, 8:00 A.M. to 5:00 P.M. (EST) exclusive of WSC holidays. Licensee's requests for assistance will be submitted in accordance with WSC or CBA procedures then in effect, which shall be provided to Licensee by WSC or CBA from time to time.

3.1 Training In order to receive the Software Support, described herein, Licensee must purchase training regarding the use and operation of Software from either WSC or a CBA that has been certified by WSC to supply such training. Licensee acknowledges and agrees that WSC or CBA may, in its discretion, bill Licensee, on a time and materials basis at WSC or CBA's then-current rates and terms, for any Software Support requested by any representative of Licensee who has not received training from either WSC or a CBA that has been certified by WSC to supply such training.

3.2 Support of Prior Releases and Versions After the distribution of a New Release or New Version, telephone support for the prior release or version will be available for one (1) year, after which telephone support for the prior release or version will only be available at WSC's discretion, on a time and materials basis, at WSC's then current rates and charges. Fixes for prior releases and versions will only be available at WSC's discretion; on a time and materials basis, at WSC's then current rates and charges.

3.3 Software Maintenance In addition to the Software Support described in paragraph 3, WSC will repair any defects that result in the failure of the Software to function as specified and represented by WSC in the License Agreement. WSC will use its best efforts to correct all defects as soon as practicable. Additionally, WSC agrees to provide all modifications, updates, supplements, addenda or other changes which keep the Software at the standard current release and to provide limited programming services as may be required to produce results which comply with applicable federal or state law. Such services will be provided at no additional charge. Notwithstanding the foregoing, WSC will not be obligated to undertake major modifications of the Software without reasonable compensation.

3.4 Enhancements to SRC. During the Term, WSC will provide to Licensee, certain SRC enhancements to help Licensee comply with certain state reporting requirements. WSC reserves the right, in its discretion: (a) to require that additional fees be paid by Licensee desiring that SRC be updated in connection with new reporting requirements in its state, in the event that such state's education department or equivalent entity makes changes to the state's reporting requirements that were not anticipated at the time WSC determined its applicable support fees for the SRC in that state; or (b) not to make further changes or enhancements to SRC in a given state based on lack of market demand, the nature and scope of the changes required, or other factors.

3.5 Initiation and Invoicing of Services This Agreement will commence upon the Effective Date and will continue for an initial term of one year ("Term"). The Agreement will be automatically renewed for an additional one year Term at new rates to be provided by WSC or CBA at least ninety (90) days prior to the expiration of the Term. If new rates are not provided within ninety (90) days prior to the expiration of the Term, then the Agreement will renew at the same rates.

3.6 Payment of Support Fees Support fees will be payable within thirty (30) days of the WSC or CBA invoice date.

3.7 Licensee Obligations Licensee will, as a condition to WSC's obligations under the Software Support portion of this Agreement.

a) Provide WSC secure Internet access to the data base and/or application server(s) through PC Anywhere or a similar remote access facility.

b) Maintain the system hardware, firmware and software at the latest required code revision level.

c) Install all Fixes, New Releases and New Versions supplied by WSC in the proper sequence, and have the most current release or version of the Software (or a prior release or version supported under Section 3.2 of this Agreement) installed at all times during the Support Term. Licensee acknowledges that Fixes may be made available electronically. WSC will maintain e-mail distribution lists that are used to notify Licensee of the availability of Fixes and to provide other information to Licensee while maintaining a current support subscription. Licensee shall be responsible for including the appropriate Licensee personnel on any such e-mail distribution lists of WSC so that Licensee receives such notifications and other information.

d) Maintain a backup procedure for reconstruction of lost data and programs.

e) Follow WSC or CBA's written standards and procedures for using the Software and Software Support services.

f) Licensee personnel must be trained by WSC or a WSC approved third party on an application in order to submit a question to support for that application.

3.8 Additional Services The Software support fee will cover standard services and support as described above. The fee for additional services will be billed on an hourly basis in accordance with WSC or CBA's then prevailing hourly rates and are subject to the terms and conditions of the Professional Services Agreement.

4. TERMINATION

4.1 Termination by Intent Either party may notify the other in writing within thirty (30) days prior to the renewal date of their intention to terminate the Agreement. Termination of this Agreement will not affect the license or the Licensee's right to continued use of the Software.

4.2 Termination for Cause Either party may, at its option and upon providing written notice, terminate this Agreement in the event that the other party has unreasonably refused or failed to comply with any material term or condition hereof.

4.3 Effect of Termination Termination of this Agreement, whether by WSC or Licensee, will not affect the continuing obligations defined herein or the right of the non-breaching party to recover money damages occasioned by the breach.

5. GENERAL PROVISIONS

5.1 Entire Agreement The provisions contained in this Agreement set forth the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof, provided that this Agreement shall not supersede the License Agreement.



Weidenhammer

5.2 Modification. The provisions contained in this Agreement set forth the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof, provided that this Agreement shall not supersede the License Agreement.

5.3 Attorneys Fees The prevailing party in any action to construe or enforce this Agreement will be entitled to payment by the other party of its reasonable attorneys' fees and costs incurred in the preparation, prosecution and appeal of such action. The recovery of attorneys' fees and costs will be in addition to any other injunctive relief or judgment obtained.

5.4. Time Time is of the essence of this Agreement.

5.5 Notice All notices relating hereto will be deemed effective when received at the address of the party specified in Section 8.12 of the License Agreement or such other address as such party shall advise the other party in writing.

5.6 Severability Should any term or provision of this Agreement be found to be invalid or unenforceable such finding will in no way affect the validity or enforceability of the other terms and conditions hereof.

5.7 Waiver Failure of either party to enforce the provisions of this Agreement or the failure to require the performance by the other party of any provision hereof will not constitute or be construed as a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every provision at any time thereafter.

5.8 Survival Except as otherwise provided in this Agreement, all representations and warranties made by either party will survive the termination of this Agreement for any reason.

5.9 Authority Each party and the individual executing this Agreement on behalf of such party, individually, represent that such individual is authorized to sign this Agreement on behalf of the party that he or she represents and that all necessary authorization and approvals have been obtained for such party to enter into this Agreement, that this Agreement does not violate any applicable statute or regulation or other restriction upon the conduct of the party and is binding upon and enforceable against the party in accordance with its terms.

IN WITNESS WHEREOF, WSC and Licensee have executed this Agreement on the date and year first mentioned above written.

WEIDENHAMMER SYSTEMS CORPORATION

(Authorized Signature)

John P. Weidenhammer, President
(Name & Title)

(Date)

HIDALGO COUNTY DRAINAGE DISTRICT

(Authorized Signature)

(Name & Title)

(Date)



PROFESSIONAL SERVICES AGREEMENT

Agreement No. 15132

This Agreement made this 2nd day of September, 2015, (the "Effective Date"), between WEIDENHAMMER SYSTEMS CORPORATION a Pennsylvania corporation ("WSC"), and HIDALGO COUNTY DRAINAGE DISTRICT ("Licensee"), having its principal place of operation at 902 Doolittle, Edinburg, TX 78542 .

RECITAL

WSC desires to provide and Licensee desires to purchase professional computer consulting, systems integration and programming services. This Agreement between the parties shall constitute a basic agreement, the terms and conditions of which shall apply to professional services proposed by Licensee which is accepted by WSC.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, WSC and Licensee agree as follows:

1. SERVICES WSC or its Certified Business Associate (CBA) shall provide the implementation, installation, training, consulting, systems integration, and programming services specified in Exhibit 5 of the License Agreement and the services specified in any future Project Authorization(s) which may be agreed to between the parties.

1.1. Scope of Services Professional services shall be governed by the terms and conditions of this Agreement, the terms and conditions of a Project Authorization, and by such supplementary written amendments of this Agreement or the Project Authorizations as may be from time to time executed between the parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Project Authorization, the terms and conditions of the Project Authorization shall govern.

1.2. Site of Services At the option of WSC, the services provided under this Agreement may be performed at Licensee's place of business, at the offices of WSC, at the offices of a CBA or via the web through remote access software.

1.3. Modification of Services Licensee may at any time modify the scope of services agreed to between the parties, upon thirty (30) days written notice to WSC specifying the desired modifications to the same degree of specificity as in the original work assignment. WSC shall at its discretion agree to perform such services within ten (10) days following receipt of such notice. The performance of modified services by WSC shall be governed by the terms and conditions of this Agreement. Modification of services hereunder shall include any increase, or change, but not any decrease, in the scope of services.

2. TERM The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue until canceled by either party except for that portion of this Agreement embodied in paragraph 5.2 regarding non-solicitation.

3. TERMINATION OF AGREEMENT This Agreement may be terminated without cause by either party upon ten (10) days prior written notice to the other party of its intention to terminate, provided that termination by WSC shall not become effective until completion of any Project Authorization mutually previously agreed to by both parties and payment therefor. Upon termination of this Agreement, the parties shall promptly return to each other all matter of any type which may contain confidential information.

3.1. Licensee's Cancellation of Services Licensee may at any time terminate the performance of any portion of the services upon ten (10) days prior written notice to WSC stating its intention to terminate and specifying the services to be terminated and the date upon which such termination shall be effective. In the event of such termination, Licensee shall promptly pay for services rendered prior to the effective date of

termination and for any additional charges under this Agreement.

4. PAYMENT In consideration of the services rendered by WSC to Licensee under this Agreement, Licensee will pay to WSC a fee specified in Exhibit 5 of the License Agreement or in accordance with each Project Authorization.

4.1. Estimates Any estimates made by WSC for the cost of services to Licensee shall be made in good faith but shall in no event constitute a fixed price agreement between the parties.

4.2. Method of Billing WSC will invoice Licensee monthly for services rendered during the preceding monthly period. Payment will be made by Licensee within thirty (30) days after the date of invoice.

4.3. Finance Charge Invoices which remain unpaid by Licensee after thirty (30) days of the date the payment is due to WSC shall be subject to a monthly finance charge of no more than 1.25% which shall be added to the fee due and owing to WSC.

4.4. Applicable Taxes The fees payable under this Agreement shall not be construed to include local, state or federal sales, use, excise, personal property or other similar taxes or duties, and any such taxes shall be assumed and paid for by Licensee except those taxes based on the net income of WSC.

4.5. Out-of Pocket Expenses Any reasonable out-of-pocket expenses actually incurred by WSC or CBA in the performance of services (as evidenced by written receipts or other documentation) and which have been pre-approved in writing by Licensee shall be paid by Licensee. Out-of-pocket expenses shall mean any reasonable expenses incurred in connection with this Agreement.

5. WSC'S STAFF WSC's and CBA's staff are not nor shall they be deemed to be at any time during the term of this Agreement the employees of Licensee. WSC will be solely responsible for payment of all compensation owed to WSC and CBA staff assigned to Licensee, including payment, if any, of employment related taxes and Workmen's Compensation Insurance.

5.1. Right to Assign and Remove Staff WSC shall have the right to determine which staff shall be assigned to perform services for Licensee under this Agreement, and shall have the sole right to re-assign any staff person provided that such re-assignment does not interfere with the services required to be performed under this Agreement. Licensee shall have the right of approval with respect to any staff proposed by WSC to perform services under this Agreement. Licensee may request to interview any staff person proposed for assignment to Licensee and may, based upon the skills and background required for the services, reject any such staff person upon written notice to WSC within ten (10) days of such interview. In the event any assigned staff person fails to perform services

in a satisfactory manner, Licensee shall have the right to terminate such staff person's services to Licensee within ten (10) days by written notice to WSC. Upon receipt of such notice, WSC shall replace such staff person as soon as practicable.

5.2. Non-Solicitation The parties agree that during the term of this Agreement, and for a period of twenty-four (24) months after termination of this Agreement, neither party shall directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor, a staff member of the other party or a former staff member.

6. WARRANTY OF PERFORMANCE WSC warrants that its services will be of professional quality conforming to generally accepted data processing practice.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. CONFIDENTIALITY In order to effectively provide services to Licensee, it is necessary and desirable for Licensee to disclose to WSC and CBA confidential and proprietary information relating to Licensee's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, WSC will instruct its employees and CBA employees to regard all information gained as a result of services hereunder as confidential information. All confidential information will be safeguarded and kept confidential by WSC during the term of this Agreement. Confidential information does not include any information received under this Agreement if: (1) the information is generally available to or known to the public; (2) the information was previously known by WSC or CBA; (3) the information was independently developed by WSC or CBA; or (4) the information was disclosed to WSC or CBA by a third party not having an obligation of confidentiality to Licensee.

8. PROPERTY RIGHTS

8.1. Ownership of Work Product All systems, programs and specifications, and other materials and hardware owned by WSC or in the possession of WSC prior to execution of this Agreement and used by WSC in conjunction with Licensee services, shall continue to belong exclusively to WSC whether or not they were specifically adapted by WSC or CBA for use by Licensee. WSC shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Licensee. Provided the Licensee pays WSC all fees and expenses associated with the development and provision of such Deliverables, Licensee shall have a paid-up, royalty-free license to use such Deliverables for Licensee's internal use only.

8.2. Ownership of Data Processing Know-How Any ideas, concepts, know-how, or techniques relating to data processing developed during the course of this Agreement by WSC, or jointly by WSC and Licensee, may be used by both parties.

8.3. Licensee Data Any data or other materials furnished by Licensee for use by WSC or CBA in connection with the services performed under this Agreement shall remain the sole property of Licensee and will be held in confidence by WSC and CBA. Licensee may obtain the return of data or other materials furnished to WSC or CBA upon termination of this Agreement and upon receipt by WSC of payment for services rendered. If Licensee fails to request its data from WSC or CBA within thirty (30) days from the date to which it is so entitled, WSC or CBA will cease to be responsible for its safekeeping.

8.4. Right to Develop Competitive Data Processing Nothing in this Agreement shall be construed so as to preclude WSC or CBA from developing and marketing data processing materials which are competitive with those prepared for Licensee hereunder, irrespective of whether such materials are similar or related to the data processing

material(s) developed by WSC for Licensee pursuant to this Agreement.

9. LIABILITY AND DEFAULT

WSC'S and CBA's LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES AND SHALL NOT EXCEED THE AMOUNT PAID TO WSC FOR THE PERFORMANCE OF SERVICES. WSC SHALL IN NO EVENT BE LIABLE FOR LOSS OF PROFIT, GOODWILL, OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY LICENSEE OR OTHERS.

No action arising out of this Agreement, regardless of the form of action, may be brought by either party more than one (1) year after the cause of action has accrued.

10. GENERAL PROVISIONS Neither party shall be responsible for, or shall be deemed to have breached this Agreement by reason of delay or failure in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to: an act of God; an act of war; riot; an epidemic, fire, flood or other disaster; an act of government; a strike or lockout; a communication line failure, power failure, or failure of the computer equipment or non-WSC developed software.

This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. This Agreement may not be modified except in writing signed by authorized representative of WSC and Licensee. If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by registered mail, return receipt requested, to the addresses of the parties first set forth in the License Agreement. Notice so sent will be deemed effective when delivered in the mail.

IN WITNESS WHEREOF, Weidenhammer Systems Corporation and the Licensee have executed this Agreement on the date and year first mentioned above written.

WEIDENHAMMER SYSTEMS CORPORATION

BY: _____

(Authorized Signature)

John P. Weidenhammer, President

(Name and Title)

(Date)

HIDALGO COUNTY DRAINAGE DISTRICT

BY: _____

(Authorized Signature)

(Name and Title)

(Date)



QUOTATION

Quote #: 714392292
Customer #: 30636737
Contract #: 42AFU
Customer Agreement #: DIR-SDD-1951
Quote Date: 08/31/2015
CO OF HIDALGO DRAINAGE DIST
1

Date: 8/31/2015

Customer Name:

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: TIM DOYLE PHONE: 1800 - 4563355
Email Address: Tim_Doyle@Dell.com Phone Ext: 80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$11,340.79 GROUP TOTAL: \$11,340.79

Description	Quantity
PowerEdge R730 Server (210-ACXU)	1
PowerEdge R730/R730xd Motherboard (591-BBCH)	1
Dell Hardware Limited Warranty Plus On Site Service (976-8706)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (976-8709)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (976-8710)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (976-8711)	1
Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-335 (989-3439)	1
On-Site Installation Declined (900-9997)	1
US Order (332-1286)	1
PowerEdge R730 Shipping (340-AKKB)	1
R730/xd PCIe Riser 2, Center (330-BBCO)	1
R730 PCIe Riser 3, Left (330-BBCQ)	1
R730 PCIe Riser 1 Filler Blank, Right (374-BBHS)	1
Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW)	1
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	1
OpenManage Essentials, Server Configuration Management (634-BBWU)	1
Chassis with up to 8, 2.5" Hard Drives (350-BBEN)	1
Bezel (350-BBEJ)	1
Performance BIOS Settings (384-BBBL)	1
RAID 1+RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs in pairs) (780-BBKB)	1
PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG)	1

Intel Xeon E5-2623 v3 3.0GHz,10M Cache,8.00GT/s QPI,Turbo,HT,4C/8T (105W) Max Mem 1866MHz (338-BFMR)	1
No Additional Processor (374-BBBX)	1
8GB RDIMM, 2133MT/s, Dual Rank, x8 Data Width (370-ABUJ)	2
2133MT/s RDIMMs (370-ABUF)	1
Performance Optimized (370-AAIP)	1
300GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,13G (400-AEEC)	4
600GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive,13G (400-AEEV)	2
Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd (631-AAJG)	1
DVD+/-RW, SATA, Internal (429-AAPS)	1
ReadyRails Sliding Rails With Cable Management Arm (770-BBBR)	1
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS)	1
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV)	2
Windows Server 2012 Datacenter Edition,Factory Installed, No Media, Unlimited VM (421-9148)	1
Windows Server 2012 Datencenter edition,Media Kit (421-9151)	1
DIMM Blanks for System with 1 Processor (370-ABWF)	1
Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)	1
PCIe Slot Filler, R730/R730xd (750-AAEL)	1

*Total Purchase Price:	\$11,340.79
Product Subtotal:	\$11,340.79
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the

following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to CO OF HIDALGO DRAINAGE DIST 1 for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

AI -51335

10.

DRAINAGE DISTRICT

Meeting Date: 09/15/2015

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Work Authorization No. 3 for Professional Agreement Pharr McAllen Drain & South Flood Water channel Watershed Improvement Project Pct. 2 in the amount \$143,704.30. L&G Engineering.

BACKGROUND

Fiscal Impact

Attachments

WA No. 3

Form Review

Inbox

Budget & Management

Final Approval

Form Started By: Jaime Salazar

Final Approval Date: 09/11/2015

Reviewed By

Veronica Ortiz

Monica Badillo

Date

09/11/2015 12:23 PM

09/11/2015 05:29 PM

Started On: 09/11/2015 10:35 AM

EXHIBIT "E"

PROFESSIONAL ENGINEERING SERVICES CONTRACT DATED APRIL 14, 2015 FOR THE PHARR MCALLEN DRAIN & SOUTH FLOOD WATER CHANNEL WATERSHED IMPROVEMENT PROJECT FOR HIDALGO COUNTY PRECINCT 2 (THE "AGREEMENT") WORK AUTHORIZATION FORM

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter called the "Owner", and L&G CONSUTLING ENGINEERS, INC. d/b/a L&G ENGINEERING, professional Engineers hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide

See Attached "Exhibit B" for detailed "Scope of Services"...

The scope of services to be provided by the Owner is identified in EXHIBIT "A"- Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$143,704.30. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5/1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:

Account No. _____

Requisition Number _____

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

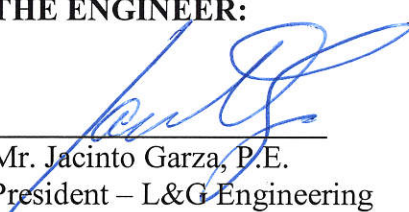
Acknowledgement and confirmation by Jaime Salazar as to content and detail of this Work Authorization No. 3.

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by the Hidalgo County Drainage District No. 1 and L&G Engineering as indicated below and effective as of ____ day of _____, 2015.

THE ENGINEER:



Mr. Jacinto Garza, P.E.
President – L&G Engineering

THE OWNER:

Chairman of the Board
Hidalgo County Drainage District No. 1

**APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP**

BY: _____

Exhibit "A"
Scope of Services
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

The **Owner** will provide to the **Engineer** the following:

- (1) Authorization to the **Engineer** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **Engineer**, and accepted by the **Owner** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.
- (5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with Attachment "___" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (7) Assist the **Engineer** in the preparation of the **Project** mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting;
 - (b) Approve date and location of the meeting; and
 - (c) Review/approve Public Meeting Report
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **Engineer** and more particularly identified in Attachment "___" of the Agreement.
- (9) Review and approve the **Project** design criteria.
- (10) Review and approve change orders as required and prepared by the **Engineer**.

Exhibit “B”

Scope of Services

Services to be Provided by the Engineer

General Project Information

The **Engineer**, through this scope of services, shall provide Engineering Services required for PS&E of the Pharr-McAllen Drain as a part of the Pharr McAllen Drain & South Flood Water Channel Watershed Improvement Project in Hidalgo County, TX, hereinafter denoted as the **Project**.

The **Engineer** shall provide all engineering services as noted under this scope of services for the **Owner**. The **Engineer** shall maintain a direct line of communication and coordinate with the **Owner** throughout the project.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, “Services to be Provided by the **Owner**”.

Specific activities to be performed by the **Engineer** include the following:

Task 1 – Schematic Development (Overall Exhibit w/ Plan & Profiles)

The **Engineer** will develop a final schematic denoting the needed improvements as dictated by the Pharr-McAllen Drain Watershed Study (completed June 30, 2015) and subsequent meetings/correspondence noting the most efficient alternatives. The schematic will be inclusive of (but may not be limited to) proposed alignments, typical sections, proposed structure crossings and structure crossing typical sections. The following steps will be generally followed for this task:

- The Engineer will develop a preliminary design schematic, based on the alignment and needed improvements previously selected, and submit to HCDD #1 for review.
- The Engineer will revise the schematic to incorporate HCDD #1’s comments and provide to HCDD.
- The Engineer will meet with HCDD #1 to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to HCDD #1.
- After receiving approval of the design schematic from HCDD #1, the Engineer will proceed with finalizing the design and complete the PS&E.
- The Schematic details will be completed to the HCDD #1’s requirements.

Task 2 – Support to HCDD#1, HCDD#2, & Hidalgo Co. Pct. #2 on Project Development

The **Engineer** will provide support services by way of coordination with project stakeholders and other pertinent parties. Support services will include (but may not be limited to) formal coordination (meetings and conference calls) and informal coordination (general e-mail correspondence, phone calls, informal meetings, etc.). Formal project status meetings will typically be held at least once a month (or other duration dependent on necessity of the **Project**.) Meetings may be held individually with each entity or may be combined entity meetings.

Meetings may include field visits to problem areas and field measurement of said local issues for plan implementation. Documentation of formal and informal coordination may be completed through meeting agendas, meeting minutes, monthly coordination logs and/or call logs.

Task 3 – Coordination and Management of Surveyor

The **Engineer** will provide coordination services with a proposed surveyor or surveying firm, hereinafter denoted as the **Surveyor**, to ensure all necessary details are surveyed / documented for the purposes of schematic generation and final PS&E design. Coordination will include various services including recovery and/or re-establishment of horizontal and vertical control and monumentation, field surveying, topographic surveying, ROW surveying and utility research and coordination (including utility coordination meetings if required). The **Engineer**, as a function of this task, will review final electronic data submitted (points files, topographic maps, utility location exhibits, ROW maps, etc.) and final submitted Field Books and Horizontal/Vertical Control Books. The **Engineer** will verify coordinate systems and datum(s) used are in accordance with project requirements and that all data provided is complete as required for final design.

Task 3a – Design Survey & ROW Mapping

The **Surveyor** (as defined in Task 3) will provide the services as outlined in Exhibit B-2 under this Work Authorization.

Task 4 – Geotechnical Drilling/Testing/Engineering

The **Engineer** will provide the services as outlined in Exhibit B-1 under this Work Authorization.

Task 5 – PS&E Development

The **Engineer** will prepare Plans, Specifications and Estimates (PS&E) for the **Project**. PS&E will be prepared in general accordance with the following:

DESIGN

- A. The **Engineer** shall prepare contract drawings, specifications, and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable City, County, State and/or Federal agencies for approval.
- B. All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, white paper or 4 mil, double-matte, white, opaque film (to be determined by **Engineer**). Copies of the final plan sheets shall also be provided in electronic format (.pdf format) via electronic transport medium (CD, DVD, Jump Drive, etc.)
- C. Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.
- D. **Plan Sheets:** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan & profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed

and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

- E. **Specifications:** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.
- F. **Estimates:** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

DRAINAGE

- A. The **Engineer** shall review, verify and update hydraulic analysis completed under the previous Pharr-McAllen Drain Watershed Study (completed June 30, 2015) as needed to coordinate with the conditions of the final PS&E.

STORM WATER POLLUTION PREVENTION PLAN (SW3P)

The **Engineer** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P plans shall generally include the following drawings:

- **Summary Sheet**
- **Details & Standards**

The **Engineer** shall develop a project specific SW3P to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

EXHIBIT “B-1”

Services to be Provided by the Laboratory

GENERAL SCOPE OF WORK

The work to be performed by the **Laboratory** under this Work Authorization shall consist of; Geotechnical Drilling and Miscellaneous Field Services, Geotechnical Laboratory Testing Services and Geotechnical Engineering Services for the Pharr-McAllen Drain Improvement project hereinafter denoted as the **Project**.

The **Laboratory** shall provide all services required (as noted under this Work Authorization) for usage by the **Engineer** in the preparation of plans, specification and estimate, and related documents for the **Project**. The **Laboratory** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

The **Laboratory** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer**.

Specific activities to be performed by the **Laboratory** include the following:

I. Geotechnical Drilling Services and Miscellaneous Field Services

The **Laboratory** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Laboratory** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization and in conformance with ASTM guidelines:

- Four (4) Borings will be drilled at approximate location of proposed structures (Borings will be advanced to a depth of approximately 40 feet below the existing top of natural ground)

The **Laboratory** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Laboratory**. All boring locations will be documented with GPS coordinates. Field survey and tie-down locations of all borings will be the responsibility of the **Engineer**.

The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (ASTM D1586 – Standard Penetration Testing (SPT) and/or Tex-132-E – Texas Cone Penetration (TCP)). In addition, where applicable, thin-walled Shelby tube samples may be collected (ASTM D1587 – Thin Walled Tube Sampling). The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

Laboratory: L&G Consulting Engineers, Inc. (Lab Division)

Engineer: L&G Consulting Engineers, Inc.

“EXHIBIT B-1”

Page 1 of 4

All samples will be removed from the sample apparatus during drilling operations. The **Laboratory** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during transportation to the soil testing laboratory facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or re-grading the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Laboratory** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed by the **Laboratory** on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)

This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)

This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)

This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

Laboratory: L&G Consulting Engineers, Inc. (Lab Division)
Engineer: L&G Consulting Engineers, Inc.

"EXHIBIT B-1"

(4) Particle Size (Sieve) Analysis with Hydrometer (ASTM D422)

This procedure will aid in determining the complete gradation (full gradation curve) of a soil sample including hydrometer for tail-end portion of gradation curve. Full gradation curve can be utilized to extract D50 and D90 soil particle diameters for use in scour analysis and prediction for foundation design.

(5) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)

This procedure will identify the soluble sulfate content of soil by using the colorimetric method. High presence of sulfates in soils can mark a necessity for the use of Sulfate Resistant Concrete (> than 1000 ppm).

III. Geotechnical Engineering Services

The **Laboratory** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- Develop Plan View of Boring Logs and Classification of Soil Strata
 - Plan view and location scheme of borings will be developed based on preliminary site investigations. Laboratory classification testing and inspection of the soil samples will be reviewed by a Geotechnical Engineer to provide soil classification for engineering purposes in accordance with ASTM D2487 (United Soil Classification System – USCS).
- Strength Parameters and Structural Evaluation of Soil Borings
 - A detailed structural evaluation of the borings will be done so that soil strength parameters can be quantified for usage in overall global stability calculations and estimation of consistency of in-situ strata. In addition, strength parameters will be correlated based on field strength testing for usage in recommendations of construction efforts and shallow structural foundation design.
- Allowable Bearing Capacity at Structure Locations (Culvert Crossings)
 - Shallow foundation analyses will include calculation of site specific allowable bearing capacities. The **Laboratory** shall, as a function of this task, provide assistance to the **Engineer** in the design of final shallow foundations. If soft soils or problematic geotechnical conditions are found, the **Laboratory** will document locations and provide recommendations.
- Soil Slope Stability Analysis (GSTABL) for Channel
 - A general geometric model will be constructed for typical channel side slope cross-section to ensure accurate modeling of the proposed configuration. A limit equilibrium slope stability analysis will be conducted to ensure adequate Factor of Safety on the proposed slopes.

Laboratory: L&G Consulting Engineers, Inc. (Lab Division)

Engineer: L&G Consulting Engineers, Inc.

“EXHIBIT B-1”

Page 3 of 4

- Channel/Culvert Recommendations – Geometry, Geotech. Issues, Limits, Construction
 - The **Laboratory** will consolidate all information, calculations and analyses to provide overall recommendations on culvert locations and channel cross sections. Recommendations will cover geometry, design, issues noted through the investigation process and construction.

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide both geometric modeling and foundation selection and design as well as provide assistance in the preparation of specifications for the project.

EXHIBIT "B-2"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

SECTION 1 – Right of Way
(Function Code 130)

Services
Provided By:
SURVEYOR ENGINEER

YES

NO

A. Phase I-Establish Existing Right of Way

1. R.O.W. Surveying Services to retrace existing drainage ditch Right of Way within project limits.
2. Boundary resolution under the supervision of a Registered Professional Land Surveyor.
3. Stake existing right of way and set missing property monuments.

B. Deliverables

1. Existing Right of Way lines to be provided in digital form compatible with Microstion software.

NOTE; ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960.

EXHIBIT "B-2"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

SECTION 6 – FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services
Provided By:
SURVEYOR ENGINEER

I. Field Surveying

YES

NO

A. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.

2. Establish horizontal control points.

3. Establish vertical control points.

NOTE; ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960.

YES

NO

B. Secondary Project Control – As needed for Design Survey

- No traverse should exceed 25 angle points.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

NO

NO

1. Project control base lines based on existing Right of Way Map and existing project alignment.

NO

NO

2. Photogrammetric ground control.

NO

NO

a. Establish horizontal control.

NO

NO

b. Establish vertical control points.

NO

NO

c. Place and maintain control point targets.

EXHIBIT "B-2"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services
Provided By:
SURVEYOR ENGINEER

YES

NO

C. Other Field Surveying

YES

NO

1. **The limit of the Topography surveys shall be as per limits of the project as identified by the Provided Exhibit.** Project Benchmark to be set for future construction. BMs shall be #5 I.R. 2-ft. in depth set in concrete. **The surveyor shall provide an H&V Book.** The Surveyor will provide a 3-pt. reference sketch with ties to the BMs for inclusion to the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft. per mile error vertically.

YES

NO

2. Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

YES

NO

3. Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation and gas lines.

YES

NO

4. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

YES

NO

5. Cross section intersecting streets as per provided exhibit.

YES

NO

6. Tie to existing underground and overhead utilities (location, elevation and direction.)

Horizontally—The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and phone #'s of utility companies. The Surveyor and Engineer will identify which utilities were missed and need to be tied down.

Vertically—The Surveyor shall identify the existing gas line crossings at Ridge Road. SUE sub-surface utility engineering will come with identification for Level A SUE work. This SUE will be done with a maximum of 2 hydro excavated pot holes to complete the SUE report (SUE EXHIBIT B).

EXHIBIT "B-2"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services
Provided By:
SURVEYOR ENGINEER

C. Other Field Surveying (*continued*)

YES

NO

7. Additional Field surveying as shown below:

- a. IRRIGATION LINES—The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Map and the A&M data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
- b. OUTFALLS—The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

NO

NO

8. Driveways and Turnouts

- a. Inventory commercial entrances, public roads and side streets separately.
- b. Obtain centerline station. (Width at ROW, PAV'T and existing radius.)
- c. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
- d. Obtain width at R.O.W. line.
- e. Obtain elevations at both edges of the driveway or turnout in line with the side drain.

YES

NO

9. ROW staking to be establish on existing Drainage Right of Way as indicated for project limits.

YES

NO

10. Soil core hole staking.

NO

NO

11. Determine changes in topography from voids and outdated maps due to development, erosion, etc.

YES

NO

12. Profiles of existing drainage facilities.

YES

NO

13. Measurement of hydraulic opening under existing bridges.

YES

NO

14. Obtain elevations of manholes and valves of utilities.

EXHIBIT "B-2"
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Services
Provided By:
SURVEYOR COUNTY

C. Other Field Surveying (*continued*)

- | | | |
|------------|-----------|---|
| <u>YES</u> | <u>NO</u> | 15. Provide temporary signs, traffic control, flags, safety equipment, etc. |
| <u>NO</u> | <u>NO</u> | 16. Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction. |
| <u>NO</u> | <u>NO</u> | 17. Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations. |
| <u>YES</u> | <u>NO</u> | 18. Inventory signs, mailboxes, and driveways. |
| <u>YES</u> | <u>NO</u> | 19. Survey controlled data sheets per TxDOT guidelines. |

NO NO 2. Photogrammetric Products

A. Uncontrolled Photography

1. Contact Prints
2. Mosaics
3. Digital ortho plots

B. Mapping

1. Planimetric Map
2. Contour Maps
3. Cross Sections
4. Profiles
5. Digital Terrain Models (DTM)

EXHIBIT "B-2"

SUBSURFACE UTILITY ENGINEERING (SUE) QUALITY LEVEL A



SUE QUALITY LEVEL A

SUBSURFACE UTILITY ENGINEERING (SUE) QUALITY LEVEL A

2.1 General

Following references shall be applicable in conjunction with SUE services:

- Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02 BY American Society of Civil Engineers, Latest Edition.

2.1.1 Levels of SUE

Subsurface Utility Engineering (SUE) is the investigation of underground utilities to help aid in design on a site. There are four quality levels of SUE:

- Quality Level D (Records Research / Data Collection)
- Quality Level C (Above ground survey)
- Quality Level B (Utility Designation)
- Quality Level A (Test Hole / Pot Holing)

Quality Level D

Is simply the process of gathering record data (which is not necessarily so simple). This data could be digital records, paper records, internet search, site inspection or just talking to people who are familiar with the site. The available data could be limited and not produce a complete picture of what is onsite. And if the source of some data is unknown or questionable, the completeness and accuracy of the investigation could be compromised. In any event, once the data is collected, it is compiled into a drawing that states the quality level.

Quality Level C

Involves the process of surveying the visible utility features, or if they have already been surveyed, checking the surveyed locations for their accuracy. This data is compiled with the Quality Level D data and both levels are labeled accordingly. Quality Level C data could, and often will, conflict with the Quality Level D data and raise questions as to the locations of some underground utility lines.

Quality Level B

Involves designating the underground utilities, for example, by markings provided through an 811 call or by contacting an individual utility company. This data is added to the data collected from Quality Levels D and C. The designated utilities are then surveyed and added to the drawing which can then be identified as representing the results of a Quality Level B investigation.

Quality Level A

Involves physically locating the actual utility – often by ‘potholing.’ Once the utility is potholed it is located horizontally and vertically by survey measurements. This location is typically to the top of pipe, which should be noted on the drawing.

The Levels of SUE work build on each other. They can be done in phases or all at the same time. When the drawing of the utility locations is completed it will designate to what quality level each utility line is shown. This will give the designers an idea of the quality of the information they are working which, in turn, will tell them what confidence they can place in the related utility locations.

2.2 Standard Terminology

- Quality Level D:

Information derived from existing records or oral recollections.

- Quality Level C:

Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D.

- Quality Level B:

Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

- Quality Level A:

Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point.

3.0 SCOPE OF SERVICES

3.1 Utility Coordination:

The SUE provider at a minimum shall conduct the following utility coordination to locate existing utilities prior to initiating any field works:

- DIG-TESS Center (800-344-8377 or 214-670-5111)
- Local Water Distribution/Wastewater Collection Division
- Coordinate with all Utilities for marking existing utilities as needed
- Coordinate with outside property owners as needed (Right of Entry)
- Comply with applicable City, State, and Local standards for utility coordination

3.2.1 Task

- Perform or verify tasks designated for Quality Levels “B”, “C” and “D” (**Section 2.0**)
- Select an appropriate method of gathering data that will achieve the accuracies and precision required by the project.
- Excavate test holes in such a manner that protects the integrity of the utilities to be measured:
 - Neatly cut and remove existing pavement material, such that the cut does not exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
 - Coordinate cut with proper entities if in public ROW.
 - Expose the utility using a minimally intrusive excavation (i.e. vacuum excavation). To eliminate the possibility of damaging the utility or its protective coating. Comply with applicable damage prevention laws, permits and specifications, and coordinate with utilities and inspectors, as required.
- Determine the following items:
 - Horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum.

- The elevation of the existing grade over the utility at a test hole referenced to the project survey datum.
 - The outside diameter of the utility and configuration of non-encased, multiconduit systems
 - The utility structure material composition, when reasonably ascertainable
 - The benchmarks and/or project survey datum used to determine elevations
 - The paving thickness and type, where applicable
 - The general soil type and site conditions from visual or physical observation
 - Groundwater elevation, if applicable
 - Observed condition of outside utilities
 - Other pertinent information as is reasonably ascertainable from each test hole site.
- Resolve any differences between depicted Quality Level A data and other quality levels. This may take the form of additional surface geophysical searches or depiction of adjacent or nearby data points at a lower quality level.

4.0 DELIVERABLES:

All final deliverables shall be sealed and signed by a Texas Professional Engineer. Electronic and hard copy SUE deliverables shall include, but not be limited to the followings:

4.1 Test Hole Data Sheet:

Submit Test Hole data sheet(s) for each test hole containing the following information:

- Date of Work
- Digital sketch of Test Hole with northing and easting in State Plane Coordinates (in grid)
- Digital Sketch Cross Section of pipe as it relates to the existing ground
- Photograph of Test Hole

4.2 SUE Location Map:

A preliminary drawing showing all Test Holes at 1:1 scale in MicroStation format shall be submitted. All utility information must clearly designated in plan-view for quality levels A, B, C, and D

- A Line Code, shall be used to differentiate between the quality levels
- Color is used to indicate a utility pipe
- Layers or Levels are used to isolate utilities by owner and or quality level
- Quality level "A" must be depicted in a profile or separate data sheet

EXHIBIT D - WA #3
FEE PROPOSAL - SPECIAL SERVICES
Pharr McAllen Drain South Flood Water Channel Watershed Improvement Project
Pharr-McAllen Lateral PS&E
HIDALGO COUNTY PRECINCT #2

		MANHOURS						Sub-Contract Amounts
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Tech	Admin / Clerical	L&G TOTAL HOURS	
TASK								
	PS&E Pharr-McAllen Lateral							
1	Schematic Development (Overall Exhibit w/ Plan & Profiles)	22	34	46			102	
2	Support to HCDD#1, HCID#2, & Hidalgo Co. Pct. #2 on Project Development (i.e. Mtg. w/ City of Pharr, Irrigation Dist, etc)	40	30	50	20		140	
3	Coordination and Management of Surveyor	2	4	6			12	
3a	SUB - ROW Surveying and Mapping							\$8,892.00
4	Geotechnical Drilling/Testing/Engineering	(See detailed break-down of fee on Exhibit D-1)						\$21,773.38
5	PS&E Development	20	170	140	160	40	530	
Subtotal Hours		84	238	242	180	40	784	
Contract Rate (Hourly Base Rate + Overhead (178.12%) + Fixed Fee (12.00%))		\$ 218.04	\$ 180.66	\$ 133.94	\$ 93.45	\$ 62.30		
Total Labor Costs		\$ 18,315.36	\$ 42,997.08	\$ 32,413.48	\$ 16,821.00	\$ 2,492.00	\$ 113,038.92	\$30,665.38

Project Team Cost Proposals - Sub Consultants

R.O.W. Surveying Services

Cost Proposal

\$8,892.00 (See detailed break-down of fee on Exhibit D-2)

#159,550
7% / \$855K

Grand Total \$ 143,704.30

L&G Consulting Engineers, Inc.

L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)

LINE ITEM EXPENSES
 Printing Reproduction (Estimated 3 Reports x 30 Pages per Report x \$1.00 per Page)
 *L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)
 * - (Please see page 2, for detailed estimates of testing)

L&G Laboratory Total Cost

\$ 21,773.38

Exhibit D-1
Geotechnical Field and Laboratory Services
HCDD #1 - Pharr-McAllen Drain Imp. Project
Prepared for HCDD #1

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
I.	Project Management / Review				
	A. Principal / Project Manager / Review	Hours			
	B. Senior Project Engineer (Staff)	Hours			\$ -
	C. Typing and Clerical (Report)	Hours			
	D. Lodging	Day			
	E. Mileage	Mile			
	F. Air Travel	Trip			
II.	Utility Clearances / Boring Locates				
	A. Technician (Locate Borings)(Util Clr)	Hours	4	\$ 52.95	\$ 211.80
	B. Staff Engineer/Geologist/Scientist	Hours			
	C. Rebar (stakes with impalement covers)	Cost +12.5%			
	D. Vehicle Charge	Mile			
	E. Mileage	Mile	40	\$ 0.55	\$ 22.00
	F. Survey Locate Borings (X,Y,Z)	LS			\$ -
III.	Field Exploration				
A	Mobilization/Demobilization	Day	2	\$ 441.66	\$ 883.32
B	Field Exploration				
	1a. Soil Boring (Solid Stem)	Feet	160	\$ 31.08	\$ 4,972.80
	1b. Soil Boring (Mud Rotary)	Feet			\$ -
	2. TxDOT TCP Field Test (BL/ft)	Ea.	32	\$ 5.55	\$ 177.60
	3. Field Logger / Engineering Tech	Hour	16	\$ 52.95	\$ 847.20
	4. 24 Hr. Water Level Observations	Hour	2	\$ 52.95	\$ 105.90
	5. Piezometers	Each			\$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply	Mile	80	\$ 1.65	\$ 132.00
	7. Vehicle Charge	Mile	120	\$ 0.55	\$ 66.00
C	Miscellaneous Field Services				
IV.	Engineering Data Analysis / Report				
	1. Staff Engineer	Hours			
	2. Engineer III (Soil Classification)	Hours	4	\$ 133.94	\$ 535.76
	3. Engineer III (Logs & Summaries)	Hours	4	\$ 133.94	\$ 535.76
	4. Moisture Content	Ea.	32	\$ 10.55	\$ 337.60
	5. Atterberg Limits	Ea.	16	\$ 79.66	\$ 1,274.56
	6. -200 Determination	Ea.	12	\$ 66.47	\$ 797.64
	7. Sieve Analysis (w/ Hydrometers)	Ea.	4	\$ 95.76	\$ 383.04
	8. UC Testing (w/ Unit Weight)	Ea.			\$ -
	9. Consolidation Testing	Ea.			\$ -
	10. Dry Unit Weight	Ea.			\$ -
	11. Soils Sulfate Content	Ea.	4	\$ 86.40	\$ 345.60
	12. Determination of Soil pH	Ea.			\$ -
	13. Lime Series Testing (5 Pt.)	Ea.			\$ -
Project Sub-Total (Geo Field and Lab)					\$ 11,628.58

LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. _____

R.O.W. Surveying Services, L.L.C.

Description of Work: Boundary Retracement and Design Survey

TASK AND DESCRIPTION	Survey		Survey	4-man	3-man	2-man	SUE	Admin/	Total	Cost
	PM	RPLS	Technician	Survey Crew	Survey Crew	Survey Crew	Pot Hole	Clerical		
HOURLY RATE	\$124.00	\$125.00	\$82.00	\$175.00	\$155.00	\$130.00	\$300.00	\$50.00	Hours	
FC 130 FIELD SURVEYING										
PHASE 1 - Establish Existing Drainage and Canal Right of Way										
A. Establish existing Drain Right of Way										
1. Recover existing Right of Way	0	0	0	0	4	0	0	0	4	\$ 620.00
2. Boundary Resolution	0	2	2	0	0	0	0	0	4	\$ 414.00
3. Stake Existing Right of Way	0	0	0	0	3	0	0	0	3	\$ 465.00
Subtotal Hours	0	2	2	0	7	0	0	0	11	
Subtotal Cost - Phase 1	\$0.00	\$250.00	\$164.00	\$0.00	\$1,085.00	\$0.00	\$0.00	\$0.00		\$ 1,499.00
FC 150 FIELD SURVEYING										
PHASE 1 - Field Surveying (Control Hz & Vt)										
A. Primary Project Control										
a. Establish Primary Control	0	1	1	0	2	0	0	0	4	\$ 517.00
B. Secondary Project Control										
a. Set additional secondary control points as needed	0	1	2	0	3	0	0	0	6	\$ 754.00
b. Horizontal values established with RTK or VRS	0	0	0	0	1	0	0	0	1	\$ 155.00
c. Vertical values established with digital level	0	0	2	0	0	1	0	0	3	\$ 294.00
Subtotal Hours	0	2	5	0	6	1	0	0	14	
Subtotal Cost - Phase 1	\$0.00	\$250.00	\$410.00	\$0.00	\$930.00	\$130.00	\$0.00	\$0.00		\$ 1,720.00
PHASE 2 - DTM Topography and Cross sections										
C. Setting Benchmarks										
1. Set onsite benchmark for future construction	0	0	0	0	1	0	0	0	1	\$ 155.00
2. Topographic & Crosssections	0	0	1	0	1	0	0	0	2	\$ 237.00
3. Locate Visible Utilities	0	0	0	0	1	0	0	0	1	\$ 155.00
a. Utilities	0	0	2	0	1	0	0	0	3	\$ 319.00
4. Cross Culverts, Driveway Culverts, Inverts	0	0	1	0	1	0	0	0	2	\$ 237.00
5. Right of Entry, ROW Research, Appraisal Dist. Records	1	0	2	0	0	0	0	1	4	\$ 338.00
6. Profile and Cross section Intersecting Streets	0	0	0	0	2	0	0	0	2	\$ 310.00
7. Irrigation Crossings	0	0	0	0	1	0	0	0	1	\$ 155.00
8. Existing Storm Drain H&V	0	0	2	0	1	0	0	0	3	\$ 319.00
9. Tie Existing Underground and Overhead Utilities Coordinate with Engineer	1	0	0	0	1	0	0	0	2	\$ 279.00
10. Additional Field Surveying										
a. Irrigation Lines	1	0	2	0	1	0	0	0	4	\$ 443.00
b. Outfalls	1	0	1	0	0	0	0	0	2	\$ 206.00
11. Obtain Elevations of Manholes and Valves of Utilities	0	0	1	0	1	0	0	0	2	\$ 237.00
12. Provide temp. signs, traffic control, flags, safety equip. etc.	0	0	0	0	1	0	0	0	1	\$ 155.00
13. Survey Control Data Sheets per TxDOT	0	1	1	0	0	0	0	0	2	\$ 207.00
14. SUE-Potholing Locate Gas line at Ridge with report	0	0	0	0	0	0	4	0	4	\$ 1,200.00
Subtotal Hours	4	1	13	0	13	0	4	1	36	
Subtotal Cost - Phase 2	\$496.00	\$125.00	\$1,066.00	\$0.00	\$2,015.00	\$0.00	\$1,200.00	\$50.00		\$ 4,952.00
PHASE 3 - FINAL REPORT & DELIVERABLES										
A. CADD file (2D & 3D) for limits of project	0	0	2	0	0	0	0	0	2	\$ 164.00
B. Final Report and Deliverables	0	1	1	0	0	0	0	2	4	\$ 307.00
Subtotal Hours	0	1	3	0	0	0	0	2	6	
Subtotal Cost - Phase 3	\$0.00	\$125.00	\$246.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00		\$ 471.00
PROJECT MANAGEMENT & OVERSIGHT										
A. Meeting & Coordination w/ Engineers	0	1	0	0	0	0	0	0	1	\$ 125.00
B. QC/QA Survey	0	1	0	0	0	0	0	0	1	\$ 125.00
Subtotal Hours	0	2	0	0	0	0	0	0	2	
Subtotal Cost - PM & Oversight	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 250.00
Total Fee FC 150	\$496.00	\$1,000.00	\$1,886.00	\$0.00	\$4,030.00	\$130.00	\$1,200.00	\$150.00	69	\$ 8,892.00
Grand Total FC 130 and FC 150: \$ 8,892.00										