AI-26643 **2.A.**

transfer for payment of volunteer insurance policy

CC CONSENT

Date: 05/17/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Insurance (1100)

BACKGROUND
Refer to AI26591

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-419-00-1285-009-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funding available as of 5/12/11.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/12/2011 12:02 PM	APRV
2	Norma Silva	Norma Silva	05/12/2011 01:11 PM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Monica Badillo
Started On: 05/12/2011 11:49 AM

Final Approval Date: 05/12/2011

DATE: May 11, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for the County Wide Insurance (1100)

ACCOUNT NUMBER: 1-1100-419-00-125-009-0-XXX

2011
Transfer

Contact: Dale Kennan **Phone:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
521	INSURANCE-PROPERTY INSURANCE	524	INSURANCE-GENERAL INSURANCE	712.24
523	INSURANCE-PUBLIC OFFICIAL INSURANCE	524	INSURANCE-GENERAL INSURANCE	42.42
			TOTAL	**754.66**

REASON:
Transfer from INSURANCE-PROPERTY INSURANCE and INSURANCE-PUBLIC OFFICIAL INSURANCE to INSURANCE-GENERAL INSURANCE in the total amount of $754.66 to fund a portion of the pending Montalvo Insurance invoice for accident insurance efective 6/5/11 to 6/5/12.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26618 **2.B.**

Gen Fund Line Item Transfer Program 001

CC CONSENT

Date: 05/17/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available account balance as of 5/12/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 02:58 PM	APRV
2	JC Carreon	JC Carreon	05/12/2011 10:28 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Mike Escaname Started On: 05/11/2011 02:31 PM

Final Approval Date: 05/12/2011

Date: May 11, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-001-0-640	HEALTH ADM-REFERENCE MA	1-1100-441-00-340-001-0-529	HEALTH ADM-SURETY & NOTA	$ 104.00
			Amount	$ 104.00

Revenue Account
Amount Requested: $ 104.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-26562 **2.C.**

HAVA- LIT

CC CONSENT

Date: 05/17/2011
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Elections Department (1283)

BACKGROUND

HAVA Funding- Samsung Project

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1283-414-00-130-010-8-XXX
FUNDS AVAILABLE Y/N?: Yes
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

336 --> 748 $3,200.97
Available balance as of 05/09/11

336 --> 664 $971.91
Available balance as of 05/09/11

Attachments

Link: HAVA - LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/10/2011 01:37 PM	APRV
2	Ana Galvan	Anna Galvan	05/11/2011 10:19 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Veronica Lopez
Started On: 05/09/2011 11:26 AM

Final Approval Date: 05/12/2011

DATE: May 9, 2011

2011
Transfer

AI- 26562

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 1-1283-414-00-130-010-8-XXX

Contact Person: Veronica L. Nixon **Ph#:** (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
336	HAVA- General Compliance- Computer Service	748	HAVA- General Compliance- Other Equipment	$3,200.97
336	HAVA- General Compliance- Computer Service	664	HAVA- General Compliance- Other Minor Equipment	$971.91
			TOTAL	**$4,172.88**

REASON:
Transfer needed for HAVA- Samsung project.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26567 **2.D.**

2011 Elections Dept- LIT

CC CONSENT

Date:	05/17/2011
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-0014-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 5/11/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/10/2011 01:37 PM	APRV
2	Norma Silva	Norma Silva	05/11/2011 03:43 PM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 05:23 PM	APRV

Form Started By: Veronica Lopez Started On: 05/09/2011 04:39 PM

Final Approval Date: 05/11/2011

DATE: May 10, 2011

2011
Transfer

AI- 26567

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 1-1100-414-00-130-001-0-XXX

Contact Person: Veronica L. Nixon **Ph#:** (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
535	Postage & Express Mail Charges	661	Minor office furniture and equipment	$2,300.00
336	Computer Services	452	Building additions & renovations const. services	$198,250.00
535	Postage & Express Mail Charges	431	Repair & Maint. Services-Bldg. & Other Strucs.	$1,321.81
			TOTAL	**$201,871.81**

REASON:
Transfer needed for Elections Warehouse project.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26607 **2.E.**

2011 Intradepartmental transfer for Co. Wide Adm

CC CONSENT

Date: 05/17/2011
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Monica Badillo
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Co. Wide Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-415-00-115-002-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 5/11/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 10:51 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/12/2011 10:48 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Erika Zamora
Started On: 05/11/2011 10:46 AM

Final Approval Date: 05/12/2011

DATE: May 17, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Co. Wide Adm.

ACCOUNT NUMBER: 1-1100-415-00-115-002-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	CO WIDE ADM - CONTINGENCY	334	CO WIDE ADM - ARCH & ENG SRV	15,000.00
439	CO WIDE ADM - OTHER R&M SRV	334	CO WIDE ADM - ARCH & ENG SRV	8,164.41
731	CO WIDE ADM - ROADS	334	CO WIDE ADM - ARCH & ENG SRV	36,500.00
			TOTAL	**59,664.41**

REASON:
Transfer to fund payment of engineering & surveying services to Dannenbaum Environmental Corp for Eyhorn Property

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26589 **2.F.**

Budget Line-Item Transfer

CC CONSENT

Date: 05/17/2011
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-00-320-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 5/11/2011

Attachments

Link: Fund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 08:34 AM	APRV
2	JC Carreon	JC Carreon	05/11/2011 09:21 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	PEND

Form Started By: Diana Solis Started On: 05/10/2011 04:52 PM

Final Approval Date: 05/12/2011

DATE: May 10, 2011

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation

ACCOUNT NUMBER: 1-1100-423-00-320-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-423-00-320-001-0-432	Repair & Maint Svcs - Eqiupment	→	1-1100-423-00-320-001-0-431	Repair & Maint Svcs - Building	900.00
1-1100-423-00-320-001-0-601	Office Supplies	→	1-1100-423-00-320-001-0-431	Repair & Maint Svcs - Building	1,828.00
1-1100-423-00-320-001-0-855	Late Fees	→	1-1100-423-00-320-001-0-431	Repair & Maint Svcs - Building	400.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
	TOTAL				$3,128.00

REASON: To install a door keypad on the south side door for employee entry into the building.

Needed for security reasons.

DEPARTMENT HEAD SIGNATURE

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

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

AI-26582 **2.G.**

Line Item Transfer - Facilities Management

CC CONSENT

Date: 05/17/2011
Submitted By: JC Carreon, BUDGET & MANAGEMENT
Submitted For: JC Carreon
Department: FACILITIES MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 5/10/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 08:24 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/12/2011 10:48 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: JC Carreon Started On: 05/10/2011 02:45 PM

Final Approval Date: 05/12/2011

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: MAY 10, 20011

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT DPT.

ACCOUNT NUMBER: 1-1100-419-40-220-001-0-

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

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
442	RENTAL	665	MINOR COMPUTER EQUIP.	548.63
			TOTAL	$548.63

REASON: Funds are Needed to Replace a Printer that no longer works(Printer is use for printing employee time sheets etc) Quote was requested thru the I.T Dept.

a O balance)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-26570 **2.H.**

line item transfer

CC CONSENT

Date:	05/17/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Purchasing Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/11/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/10/2011 01:46 PM	APRV
2	Ana Galvan	Anna Galvan	05/11/2011 11:44 AM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 05:31 PM	APRV

Form Started By: Nielda Cavazos Started On: 05/10/2011 09:27 AM

Final Approval Date: 05/11/2011

DATE: **May 10, 2011**

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

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **1-1100-415-18-160-001-0**

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
550	Printing and Binding	626	Gasoline/diesel	$ 1,000.00
			TOTAL	**$ 1,000.00**

REASON: **Transfer is needed to pay invoices.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-26569 **2.I.**

Intradepartmental Transfer

CC CONSENT

Date:	05/17/2011
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Oscar Montoya
Department:	COUNTY JUDGE
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Judge's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-429-00-110-075-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 5/10/2011

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/10/2011 01:39 PM	APRV
2	JC Carreon	JC Carreon	05/10/2011 01:55 PM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 05:28 PM	APRV

Form Started By: SANDRA DELEON Started On: 05/10/2011 08:52 AM

Final Approval Date: 05/11/2011

DATE: May 9, 2011

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 1-1100-429-00-110-075-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
605	UNIFORMS	584	REGISTRATION FEES	300.00
			TOTAL	300.00

REASON: TRANSFER IS BEING REQUESTED TO COVER REGISTRATION FEES FOR EMERGENCY MANAGEMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-26577 **2.J.**

Intradepartmental Transfer

CC CONSENT

Date:	05/17/2011
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Yolanda Chapa
Department:	COUNTY JUDGE
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Judge's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

584-->341 - $ 305.00; Funding available as of 5/11/11.
442-->432 - $ 451.00; Funding available as of 5/11/11.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/10/2011 02:33 PM	APRV
2	Norma Silva	Norma Silva	05/11/2011 04:25 PM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 06:00 PM	APRV

Form Started By: SANDRA DELEON Started On: 05/10/2011 11:50 AM

Final Approval Date: 05/11/2011

DATE: May 10, 2011

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 1-1100-413-00-110-006-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
584	Registration fees	341	Data Mgmt & Processing	305.00
442	Equipment & Vehicle Rental	432	Equip & Veh R&M Service	451.00
			TOTAL	756.00

REASON: For shared calendar services and copier expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-26568 **2.K.**

WIC

CC CONSENT

Date:	05/17/2011
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria, WIC Director
Department:	WIC
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - WIC BF (1292)

BACKGROUND

Line item transfer
1.1292.441.00.350.002.1

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-12-11

Attachments

Link: BF line item transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/10/2011 01:38 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/12/2011 10:53 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Margarita Gonzalez Started On: 05/09/2011 05:13 PM

Final Approval Date: 05/12/2011

DATE: 05/09/11

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 1.1292.441.00.350.002.1

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
1.1292.441.00.350.002.1	211 Health Insurance	→	1.1292.441.00.350.002.1	230 Retirement	1,000.00
1.1292.441.00.350.002.1	211 Health Insurance	→	1.1292.441.00.350.002.1	583 Out of County Travel	550.00
1.1292.441.00.350.002.1	211 Health Insurance	→	1.1292.441.00.350.002.1	584 Registration	250.00
Total:					1,800.00

REASON: To encumber cost for expenditures that are needed.

Department Head Signature

/ /

APPROVED COMMISSIONERS COURT Date ATTEST COUNTY CLERK

AI-26551 **2.L.**

Intradepartmental Line Item Tansfer

CC CONSENT

Date: 05/17/2011
Submitted By: Irma Castillo, PLANNING DEPT.
Department: PLANNING DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-419-10-210-001-0-XXX
FUNDS AVAILABLE Y/N?: T
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available as of 5/11/11.

Attachments

Link: LIT051711

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/09/2011 08:34 AM	APRV
2	Norma Silva	Norma Silva	05/11/2011 03:13 PM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 05:58 PM	APRV

Form Started By: Irma Castillo
Started On: 05/06/2011 03:36 PM

Final Approval Date: 05/11/2011

Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PLANNING DEPT.

DATE: May 9, 2011

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 1-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-419-10-210-001-0-336	Computer Service	→	1-1100-419-10-210-001-0-619	Other Misc. Supplies	$144.52
1-1100-419-10-210-001-0-626	Gasoline/Diesel	→	1-1100-419-10-210-001-0-619	Other Misc. Supplies	$105.08
1-1100-419-10-210-001-0-631	Bottled Water	→	1-1100-419-10-210-001-0-619	Other Misc. Supplies	$39.20
					$288.80

Reason: Need to replace 3 broken cameras

_____
Department Head Signature

_____ _____ ___/___/___ _____
Approved Commissioners' Court Date Attest County Clerk

LIT04052011

AI-26550 **2.M.**

Line Item Transfer

CC CONSENT

Date: 05/17/2011
Submitted By: Dora Gutierrez, COUNTY COURT #1
Submitted For: Judge Rudy Gonzalez
Department: COUNTY COURT #1
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - CCL #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-412-00-021-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 05/11/2011.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/09/2011 08:32 AM	APRV
2	Ana Galvan	Anna Galvan	05/11/2011 10:57 AM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 05:25 PM	APRV

Form Started By: Dora Gutierrez
Started On: 05/06/2011 03:22 PM

Final Approval Date: 05/11/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **May 13, 2011**

DEPARTMENT HEAD: **JUDGE RUDY GONZALEZ**

DEPARTMENT NAME: **COUNTY COURT AT LAW #1**

ACCOUNT NUMBER: **1-1100-412-00-021-001-0**

CONTACT PERSON: **DORA GUTIERREZ** PHONE: **956.318.2375**

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
550	PRINTING & BINDING	780	CAPITAL LEASES	$ 500.00
432	EQUIP & VEH R&M SRVS.	780	CAPITAL LEASES	$ 500.00
890	OTHER	780	CAPITAL LEASES	$ 1,258.66
640	REFERENCE MATERIALS	831	COURT COSTS & INVEST.	$ 500.00
			TOTAL	$ 2,758.66

REASON: Additional funds are needed to cover expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26288 **2.N.**

Intradepartmental - County Court at Law 5

CC CONSENT

Date:	05/17/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Joanna Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - CCL #5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-025-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/05/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/05/2011 02:53 PM	APRV
2	JC Carreon	JC Carreon	05/06/2011 08:27 AM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 05:21 PM	APRV

Form Started By: Sylvia Solis Started On: 04/15/2011 09:08 AM

Final Approval Date: 05/11/2011

DATE: May 5, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

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

ACCOUNT NUMBER: 1-1100-412-00-025-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	661	MINOR OFFICE FURNITURE & EQUIPMENT	400.00
			TOTAL	400.00

REASON:
Intradepartmental Transfer to fund the purchase of an easel for the Courtroom.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26552 **2.O.**

Line Item Transfer

CC CONSENT

Date:	05/17/2011
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Gilbert Alaniz,Constable Pct. 2
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/06/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/09/2011 08:34 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/12/2011 10:48 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 05/06/2011 04:02 PM

Final Approval Date: 05/12/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: May 3, 2011

DEPARTMENT HEAD: Gilbert "Chato" Alaniz

DEPARTMENT NAME: Constable Precinct #2

ACCOUNT NUMBER: 1-1100-421-00-292-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
748	OTHER EQUIPMENT	664	OTHER MINOR EQUIPMENT	$ 159.68
748	OTHER EQUIPMENT	619	OTHER MISCELLANEOUS SUPPLIES	84.59
			TOTAL	**$ 244.27**

REASON: TO FUND EQUIPMENT ON UNITS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-26623 **2.P.**

CONSTABLE PCT.5

CC CONSENT

Date: 05/17/2011
Submitted By: Roxanne Elizondo, CONSTABLE PCT. #5
Submitted For: Roxanne Elizondo
Department: CONSTABLE PCT. #5
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Constable Pct. #5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-295-001-0-XXX

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

BUDGETARY IMPACT:

583-->811 - $ 100.00; Funding available as of 5/12/11.

Attachments

Link: 26623_INTRA_FORM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 03:53 PM	APRV
2	Norma Silva	Norma Silva	05/12/2011 10:12 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Roxanne Elizondo Started On: 05/11/2011 03:18 PM

Final Approval Date: 05/12/2011

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: MAY 11,2011

DEPARTMENT HEAD: DANIEL MARICHALAR

DEPARTMENT NAME: Constable Pct. 5

ACCOUNT NUMBER: 1-1100-421-00-295-001-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
583	TRAVEL OUT OF COUNTY	811	LICENSE AND PERMITS	100
			TOTAL	**100.00**

REASON: NEED TO PAY INVOICES.....

DANIEL MARICHALAR
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

AI-26537 **2.Q.**

INTRA - BCAP (1312) - Balli Estates Subdivision Precinct No.1

CC CONSENT

Date:	05/17/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1

ACCT. #: 1-1312-431-00-121-063-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 05/09/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/06/2011 08:24 AM	APRV
2	Ana Galvan	Anna Galvan	05/09/2011 04:32 PM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Marcie Jackson

Started On: 05/05/2011 03:44 PM

Final Approval Date: 05/12/2011

DATE: May 5, 2011

2011
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program
Precinct 1 BCAP (1312)

ACCOUNT NUMBER: 1-1312-431-00-121-063-0-899

AI-26537 05/17/11

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	BALLI ESTATES-CONTINGENCY	540	BALLI ESTATES-ADVERTISING	$ 821.40
			TOTAL	$ 821.40

REASON: **Transfer is needed to fund advertising expenditures.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26630 **2.R.**

2011-Pct#1 San. (1100)

CC CONSENT

Date: 05/17/2011
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #1 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 05-12-11

Attachments

Link: 2011-Pct#1 San. (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 04:37 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/12/2011 10:52 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Jorge Flores Started On: 05/11/2011 04:25 PM

Final Approval Date: 05/12/2011

DATE: May 13, 2011 **MEETING REQUEST DATE:** May 17, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 SANITATION JE-

ACCOUNT NUMBER: 1-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1-	1100-	432-	00-	121-	001-	0-	350	Other Services	1-	1100-	432-	00-	121-	001-	0-	626	GASOLINE / DIESEL	5,000.00
1-	1100-	432-	00-	121-	001-	0-	350	Other Services	1-	1100-	432-	00-	121-	001-	0-	679	OTHER R&M Supplies	12,000.00
																		17,000.00

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-26553 **2.S.**

Budget Line-Item Transfer for Parks Departmen

CC CONSENT

Date:	05/17/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $5,000 as of 5/09/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/09/2011 08:35 AM	APRV
2	JC Carreon	JC Carreon	05/09/2011 09:23 AM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 05:30 PM	APRV

Form Started By: Yolanda Cisneros Started On: 05/06/2011 04:49 PM

Final Approval Date: 05/11/2011

DATE: May 6, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Parks Department

ACCOUNT NUMBER: 1-1100-452-00-122-008-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
334	ARCHITECT & ENGINEERING SERVICE	532	WIRELESS DEVICES	$2,500.00
			TOTAL	$2,500.00

REASON:
Transfer needed to cover CELL PHONE USE.

REC+A1

DEPARTMENT HEAD SIGNATURE

5/6/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26634 **2.T.**

Budget Line Item Transfer for Sanitation Department Fuel

CC CONSENT

Date:	05/17/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $44,775.00 as of 05/12/2011
From 421 ------> 626 $15,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	05/12/2011 09:27 AM	APRV
2	JC Carreon	JC Carreon	05/12/2011 10:40 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Yolanda Cisneros Started On: 05/11/2011 05:11 PM

Final Approval Date: 05/12/2011

DATE: May 11, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Sanitation Landfill Department

ACCOUNT NUMBER: 1-1100-432-00-122-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
421	DISPOSAL	626	GASOLINE/DIESEL	$15,000.00
			TOTAL	$15,000.00

REASON:
Transfer needed for funding for fuel.

DEPARTMENT HEAD SIGNATURE

5/11/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26554 **2.U.**

Budget Line-Item Transfer for Administration

CC CONSENT

Date:	05/17/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 5/11/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 10:49 AM	APRV
2	Ana Galvan	Anna Galvan	05/12/2011 10:59 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Yolanda Cisneros Started On: 05/06/2011 04:53 PM

Final Approval Date: 05/12/2011

DATE: May 6, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Administration Department

ACCOUNT NUMBER: 1-1200-431-00-122-005-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	MINOR OFFICE FURNITURE & EQUIPMENT	343	LAUNDRY & DRY CLEANING	$600.00
743	OFFICE FURNITURE & EQUIPMENT	532	WIRELESS DEVICES	$2,000.00
			TOTAL	$2,600.00

REASON:
Transfer needed for wireless devices & laundry services.

DEPARTMENT HEAD SIGNATURE

5/6/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26615 **2.V.**

Budget Line-Item Transfer for El Gato Rd Project (Spectra Energy)

CC CONSENT

Date:	05/17/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Raul Silguero
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 El Gato Road (1200)

BACKGROUND

AI-26604

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-051-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount $207,992.00 as of 5/17/2011
From 841 -----> 731 $85,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 02:58 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/12/2011 10:48 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Yolanda Cisneros Started On: 05/11/2011 12:26 PM

Final Approval Date: 05/12/2011

DATE: May 11, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 1-1200-431-00-122-051-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
841	AID TO GOVERNMENT AGENCY	731	ROADS	$85,000.00
			TOTAL	$85,000.00

REASON:
Transfer needed to cover ESTIMATE OF COSTS TO EXTEND ESISTING CASING ENDS ON TEXAS EASTERN'S 30-IN NATURAL GAS PIPELINE FOR EL GATO ROAD IMPROVEMENT PROJECT.

DEPARTMENT HEAD SIGNATURE

5/11/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26611 **2.W.**

Budget Line-item Transfer for Ridge Rd/Cesar Chavez Project

CC CONSENT

Date: 05/17/2011
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Ridge/Cesar Chavez (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-059-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $126,000.00 as of 05/11/2011
From 733 ------> 711 $8,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 02:23 PM	APRV
2	Norma Silva	Norma Silva	05/12/2011 09:44 AM	APRV
3	Ana Galvan	Anna Galvan	05/12/2011 11:03 AM	APRV
4	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Yolanda Cisneros Started On: 05/11/2011 12:18 PM

Final Approval Date: 05/12/2011

DATE: May 11, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 1-1200-431-00-122-059-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
733	AID TO GOVERNMENT AGENCY	711	ROW	$8,000.00
			TOTAL	$8,000.00

REASON:
Transfer needed to cover COUNTER OFFER FOR LOT 12 BLOCK 31 ALAMO LAND & SUGAR SUBDIVISION FOR DRAINAGE EASEMENT.

DEPARTMENT HEAD SIGNATURE

5/11/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26605 **2.X.**

Pct #3 Transfer

CC CONSENT

Date: 05/17/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Eleven Mile Rd. (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-123-976-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 5/11/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 10:50 AM	APRV
2	JC Carreon	JC Carreon	05/11/2011 11:03 AM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 06:05 PM	APRV

Form Started By: Norma Ceballos Started On: 05/11/2011 10:26 AM

Final Approval Date: 05/11/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 05/17/11

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

DEPARTMENT NAME: Pct #3 - Eleven Mile (1280)

ACCOUNT NUMBER: 1-1280-431-00-123-976-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
433	ct #3-51-0606- Eleven Mile Rd. R&B R &M Se	673	51-0606- Eleven Mile Rd. Rep. & Maint. Supp	$ 7,603.15
			TOTAL	**$ 7,603.15**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26603 **2.Y.**

Pct #3 Transfer

CC CONSENT

Date: 05/17/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Ten Mile Rd. (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-123-961-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-12-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 10:50 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/12/2011 10:52 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Norma Ceballos Started On: 05/11/2011 10:21 AM

Final Approval Date: 05/12/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 05/17/11

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

DEPARTMENT NAME: Pct #3 - Ten Mile (1280)

ACCOUNT NUMBER: 1-1280-431-00-123-961-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
433	Pct #3 Ten Mile Rd R & B R&M Srv..	673	Pct #3 Ten Mile Rd. R&B R&M Supp.	$ 4,763.15
			TOTAL	**$ 4,763.15**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26600 **2.Z.**

Pct #3 Transfer

CC CONSENT

Date: 05/17/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Thirteen Mile Rd. (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-123-980-0-XXX

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

BUDGETARY IMPACT:

433-->673 - $ 3,343.15; Funding available as of 5/11/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 10:50 AM	APRV
2	Norma Silva	Norma Silva	05/11/2011 05:04 PM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 06:03 PM	APRV

Form Started By: Norma Ceballos Started On: 05/11/2011 10:14 AM

Final Approval Date: 05/11/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 05/17/11

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

DEPARTMENT NAME: Pct #3 - Thirteen Mile (1280)

ACCOUNT NUMBER: 1-1280-431-00-123-980-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
433	Repair & Maint. Serv.-Roads & Bridges	673	Repair & Maint. Supplies-Roads & Bridges	$ 3,343.15
			TOTAL	**$ 3,343.15**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26539 **2.AA.**

INTRA - BCAP (1312) - Loma Linda Heights Subdivision Precinct No.3

CC CONSENT

Date:	05/17/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1

ACCT. #: 1-1312-431-00-123-421-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/06/2011 08:24 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/12/2011 10:48 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Marcie Jackson

Started On: 05/05/2011 04:11 PM

Final Approval Date: 05/12/2011

DATE: May 5, 2011

2011
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 3 BCAP- (1312)

ACCOUNT NUMBER: 1-1312-431-00-123-421-0-899

AI-26539 05/17/11

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	LOMA LINDA HEIGHTS-CONTNGENCY	540	LOMA LINDA HEIGHTS-ADVERTISING	$821.40

AI-26535 **2.BB.**

Pct #3 Transfer

CC CONSENT

Date: 05/17/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-123-008-0-XXX

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

BUDGETARY IMPACT:

739--626 - $ 1,500.00; Funding available as of 5/6/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/05/2011 03:50 PM	APRV
2	Norma Silva	Norma Silva	05/06/2011 11:28 AM	APRV
3	Auditor's Office	Arcilia Duran	05/10/2011 05:13 PM	APRV

Form Started By: Norma Ceballos Started On: 05/05/2011 03:01 PM

Final Approval Date: 05/10/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: May 17, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 1-1100-452-00-123-008-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
739	Pct #3 Parks- Other Structures	626	Pct #3 Parks - R&M Gasoline/Diesel	$ 1,500.00
			TOTAL	$ 1,500.00

REASON: Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26622 **2.CC.**

Pct. #4 Landfill (1100)

CC CONSENT

Date: 05/17/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-432-00-124-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 05/12/2011.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 03:52 PM	APRV
2	Ana Galvan	Anna Galvan	05/12/2011 11:37 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Jr. Munoz
Started On: 05/11/2011 03:03 PM

Final Approval Date: 05/12/2011

DATE: May 13, 2011 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 1-1100-432-00-124-001-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
421	Disposal	334	Arch & Eng Srvs.	29,300.00
421	Disposal	432	Equip & Veh R&M Srvs.	15,000.00
			TOTAL	44,300.00

REASON: Transfer is needed to fund expected expenditures.

DEPARTMENT HEAD SIGNATURE

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

AI-26614 **2.DD.**

Pct. #4 Road Maintance (1200)

CC CONSENT

Date: 05/17/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #4 Road Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funding available as 5/12/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 02:57 PM	APRV
2	Norma Silva	Norma Silva	05/12/2011 10:06 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Jr. Munoz
Started On: 05/11/2011 12:24 PM

Final Approval Date: 05/12/2011

DATE: 05/13/11 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Rd Maint

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
731	Roads	619	Other Misc Supplies	500.00
				-
731	Roads	626	Gasoline / Diesel	15,000.00
731	Roads	672	Equip & Veh R&M Supplies	30,000.00
				-
				-
				-
				-
				-
				-
			TOTAL	45,500.00

REASON: Transfer to cover day to expenses of the Precinct.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-26538 **2.EE.**

INTRA - BCAP (1312) - Lakeview Subdivision Precinct No.4

CC CONSENT

Date:	05/17/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #4 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-124-401-0-XXX

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

BUDGETARY IMPACT:

899-->540 - $ 821.40; Funding available as of 5/6/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/06/2011 08:24 AM	APRV
2	Norma Silva	Norma Silva	05/06/2011 11:40 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Marcie Jackson Started On: 05/05/2011 04:07 PM

Final Approval Date: 05/12/2011

DATE: May 5, 2011

2011
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 4 BCAP- (1312)

ACCOUNT NUMBER: 1-1312-431-00-124-401-0-899

AI-26538 05/17/11

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	LAKEVIEW SUBDIVISION CONTINGENCIES	540	LAKEVIEW SUBDIVISION-ADVERTISING	$821.40
			TOTAL	821.40

REASON:
Transfer needed to fund advertising expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26612 **2.FF.**

Pct. #4 Parks (1100)

CC CONSENT

Date: 05/17/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-124-009-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 5/12/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 02:56 PM	APRV
2	JC Carreon	JC Carreon	05/12/2011 10:27 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Jr. Munoz Started On: 05/11/2011 12:18 PM

Final Approval Date: 05/12/2011

DATE: 05/13/11 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

ACCOUNT NUMBER: 1-1100-452-00-124-009-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	Other	855	Late Fees, Penalties & Fin Chr	500.00
			TOTAL	500.00

REASON:

To cover day to day expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-26613 **2.GG.**

Pct. #4 Administration (1200)

CC CONSENT

Date: 05/17/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #4 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-124-005-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 05/12/2011.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 02:57 PM	APRV
2	Ana Galvan	Anna Galvan	05/12/2011 11:14 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Jr. Munoz
Started On: 05/11/2011 12:22 PM

Final Approval Date: 05/12/2011

DATE: May 13, 2011 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 1-1200-431-00-124-005-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
665	Minor Computer Equipment	601	Office & Computer Supplies	893.31
			TOTAL	893.31

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-26536 **3.A.**

2011 Inter-Departmental Transfer

CC CONSENT

Date:	05/17/2011
Submitted By:	Yolanda Orozco, FIRE MARSHAL'S DEPT.
Submitted For:	Juan Martinez
Department:	FIRE MARSHAL'S DEPT.
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Fire Marshal (1100):
Approval of 2011 interdepartmental transfer from prog (001) to prog (009) La Joya FD and prog (026) Sullivan City FD in the total amount of $60,000 to cover expenditure of Fire Calls.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1

ACCT. #: 1-1100-422-10-300-001-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
available balance as of 05/05/11.

Attachments

Link: InterDept Transfer.5-17-11

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/05/2011 03:51 PM	APRV
2	Roland Garcia	Rolando Garcia	05/05/2011 04:33 PM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Yolanda Orozco

Started On: 05/05/2011 03:16 PM

Final Approval Date: 05/12/2011

DATE: May 17, 2011

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 1-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco **Telephone No:** 956/318-2656

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
Emerg Srvs-FM-Other	1-1100-422-10-300-001-0-890	(60,000.00)
TO:		
La Joya Fire Department	1-1100-422-20-300-009-0-841	40,000.00
Sullivan City Fire Department	1-1100-422-20-300-026-0-841	20,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$0.00

REASON: Transfer from one account to another to cover expenditure of Fire Calls.

DEPARTMENT HEAD SIGNATURE

05/05/11
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26546 **3.B.**

BCAP INTER-LIT (1312) L&P - Mid Valley Estates Subdivisions Precinct No.1 CC CONSENT

Date:	05/17/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #1 BCAP (1312):
Approval of 2011 interdepartmental transfer from L & P Subdivision, program #362, to Mid Valley Estates Subdivision, program #461, in the amount of $3,290.68 to fund reclassification of expenditures from Round II to Round III.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

program # 362 --> 461 $3,290.68 to fund reclassification of expenditures from Round II to Round III.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/06/2011 11:26 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/06/2011 11:50 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Marcie Jackson Started On: 05/06/2011 10:11 AM

Final Approval Date: 05/12/2011

DATE: May 6, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

DEPARTMENT NAME: Border Colonia Access Program

ACCOUNT NUMBER: 1-1312-431-00-121-362-0-XXX

CONTACT PERSON: Marcie Jackson **PHONE:** (956) 787-1891 Ext. 2010

2011
Interdepartmental Transfer

AI-26546 5/17/11

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1312-431-00-121-362-0- 899	L & P	CONTINGENCY	(2,607.31)
1-1312-431-00-121-362-0- 731	L & P	ROADS	(683.37)
TO:			
1-1312-431-00-121-461-0- 334	MID-VALLEY ESTATES	ENG & ARCH SRV	3,120.68
1-1312-431-00-121-461-0- 339	MID-VALLEY ESTATES	OTHER PROF SRV	170.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To reclassify expenses from Round II to Round III.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-26635 **3.C.**

Interdepartment Transfer for material needed on South Tower Road Project
CC CONSENT

Date:	05/17/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #2 Rd Maintenance (1200):
Approval of 2011 interdepartmental transfer within Precinct #2 fund (1200) from Rd Maintenance (program 006) to Tower Road (Moore-Balli) Road (program 027) in the amount of $30,000.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $54,029.44 as of 5/17/2011
From (program 006) 346 ----> (program 027) 731 $30,000.00

Attachments

Link: Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	05/12/2011 09:27 AM	APRV
2	Roland Garcia	Rolando Garcia	05/12/2011 09:54 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 05/11/2011 05:22 PM

Final Approval Date: 05/12/2011

DATE: May 11, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

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

AI-26635

ACCOUNT NUMBER: 1-1200-431-00-122-0XX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1200-431-00-122-006-0-346	PCT2 RD MAINT-HAULING & FREIGHT SERVICES	(30,000.00)
TO		
1-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	30,000.00
TOTAL BUDGET INCREASE (DECREASE)		-

REASON:
Transfer from PCT 2 RD MAINT into TOWER RD (MOORE-BALLI) needed to cover for ROAD MATERIALS for PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-26588 **3.D.**

Pct #3 Interdepartmental Transfer

CC CONSENT

Date:	05/17/2011
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2011 interdepartmental transfer from Precinct #3 Road Maintenance to Precinct #3 La Suena Subdivision in the amount of $555.92.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Available funds as of 5/11/11 is $17,400.33.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 08:25 AM	APRV
2	Perla Lopez	Perla Lopez	05/11/2011 03:18 PM	APRV
3	Auditor's Office	Angela Garcia	05/12/2011 01:27 PM	APRV
4	Perla Lopez	Perla Lopez	05/12/2011 01:41 PM	APRV
5	Purchasing Department	Nielda Cavazos	05/12/2011 03:41 PM	APRV

Form Started By: Norma Ceballos Started On: 05/10/2011 04:49 PM

Final Approval Date: 05/12/2011

INTER-DEPARTMENTAL TRANSFER

DATE: May 17, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management for Pct. #3 (1200)

ACCOUNT NUMBER: 1-1200-431-00-123-XXX-0-731

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

AI - 26588

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
1-1200-431-00-123-005-0-731	Pct. #3 Rd Maint - Roads	(555.92)
TO:		
1-1200-431-00-123-397-0-731	Pct. #3 La Suena Sub - Roads	555.92
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund project contract costs.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-26632 **4.A.**

Certificates of Plat and Utility Status

CC CONSENT

Date:	05/17/2011
Submitted By:	Irma Castillo, PLANNING DEPT.
Submitted For:	Irma Castillo
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

Link: Cert Plat & Utlty Status 05-17-11 pg 1

Link: Cert Plat & Utilty Status Page 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	05/12/2011 09:26 AM	APRV
2	Olga Garza	Olga Garza	05/12/2011 09:57 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Irma Castillo — Started On: 05/11/2011 04:31 PM

Final Approval Date: 05/12/2011

	CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Lorenzo Correa/Dora E. Correa	4-10386
2.	Maria Serna	4-10375
3.	Miriam Maldonado	4-10548
4.	Gerardo Moreno	1-1097
5.	Lucia Macias	4-10454
6.	Debbie Valdez	4-10554
7.	Raul Trevino	4-10541
8.	Rocio Rodriguez	4-9912
9.	Erika Vela	4-10577
10.	Wild Mesquite LLC C/O Jose G. Ortegon	4-10603
11.	Ernesto Godinez	4-10513
12.	Salvador Mendoza	4-10598
13.	Mauricio Hernandez	1-7876
14.	Jesus & Mariela Y. Saldana	1-7762
15.	Carlos Olivo	1-7106
16.	Karina Contreras	1-7946
17.	Rumaldo Garcia	3-11313
18.	Maria Esther Hinojosa	3-11247
19.	Pedro Flores	3-9605
	COMM. COURT: May 17, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-10386
03-14-11

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		——	Authorized Signature
	Inspection/Permit No:	——	5-10-11
	Date Approved:	/ /	/ /

Name: Lorenzo Correa
Dora E Correa

Address: 5421 Luz Escobedo
Edinburg Tx 78539

Phone: 782-79-06

Water Supplier: N/A

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

Account/ESI No.: # 117280-003

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Sub. Joan López Lote #2 ,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-17-02;

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

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

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

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 (4)

Application No: 4-10386

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

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

PARTY MAKING REQUEST:

Name: Lorenzo Correa / Dora E Correa

Address: 5421 Luz Escobedo
Edinburg Tx 78539

Phone: 782-79-06

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

Sub. Juan López Lote #2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Dora E. Correa — Requesting Party (Signature)
5-10-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05-11-11 — **Date**

_____ — **County Official**

1450166

CORRECTED
WARRANTY DEED

Date : March 21, 2005

Grantor: PETRONILLA LOPEZ

Grantor's Mailing Address (including county):
RR 1 BOX 34P
San Juan, Texas 78589
(Hidaglo County)

Grantee: LORENZO MANUEL CORREA AND DORA ELIA CORREA

Grantee's Mailing Address (including county):
5421 LUZ ESCOBEDO
EDINBURG, TEXAS 78539
(Hidalgo County)

Consideration: TEN AND NO/100 DOLLARS($10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

NOTE: THIS CONVEYANCE IS SECURED BY A DEED OF TRUST OF EVEN DATE, WHEREIN LORENZO M. CORREA AND DORA ELIA CORREA ARE GRANTORS.

Property (including any improvements):
All of Lot (TWO) JUAN LOPEZ SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Map Records of Hidalgo County, Texas, as more accurately described in Exhibt "A", attached hereto.

Common address: 5503 Luz Escobedo, Edinburg, Tx. 78539

Reservations from and Exceptions to Conveyance and Warranty:

1. All oil, gas, and other mineral reservations of record , if any;
2. All oil, gas lease and drilling agreements of record, if any;
3. Easements of record, if any;

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10386
Mar. 14, 2011

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

J8420-00-000-0002-00

[1] OWNER: CORREA, LORENZO M. & DORA E.

5503 LUZ ESCOBEDO
EDINBURG, TX. 78539
Telephone No. 782-7906

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES. ZONE B

[7] LEGAL DESC./NAME OF SUBDIVISION
JUAN LOPEZ LOT 2

LOCATION: 0 OWASSA & R. LONGORIA

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 30' SIDES 7' FINISH FLOOR ELEV.
18" ABOVE TOP OF CROWN OF STREET

Prepared by — Date: 3/14/11

Approved by: Efrain Ochoa — Date: 3/16/11

Signature of Owner or Applicant: Lorenzo M Correa — Date: 3-14-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425 C Pct: 4

Community No.: 480334

Certification of Elevation
Required: _____YES ✓ NO _____BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-10375

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	05/09/11

Name: Maria Sema

Address: 6409 Soledad Dr.
Edinburg, Tx
78541

Phone: (956) 205-8315

Water Supplier: City of Edinburg

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

Account/ESI No.: [redacted]

[ ] Temporary Pole [✓] Permanent Service

ESI NO: 10082789450389447

regarding the land described as:
Paloma Del Valle II Lot: 132 ,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 05-7-03);

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

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5/9/11);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5/9/11);

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

Maria Cerda
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-10375

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

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

PARTY MAKING REQUEST:

Name: Maria L. Serna

Address: 6409 Soledad dr.
Edinburg, Tx 78541

Phone: (956) 205-8315

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

Paloma Del Valle II Lot: 132

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

M Maria Serna 5.9.11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05-11-11
Date

County Official

DEED OF TRUST

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

Date: April 24, 2009

Grantor: Eliu Diaz and Maria Serna

Grantor's Mailing Address including County: 1993392

3006 Fresa Dr.
Mission, TX 78574
Hidalgo

Trustee: David Crook, Attorney at Law

Trustee's Mailing Address (including county):

100 Savannah
Suite 380
McAllen, Texas 78503
Hidalgo County

Beneficiary: Paloma Del Valle II, Ltd.

Beneficiary's Mailing Address (including county):

13201 N. 23rd Street
Edinburg, Texas 78541
Hidalgo County

Note:

Date: April 24, 2009

Amount: $16,819.97

Maker: Eliu Diaz and Maria Serna

Payee: Paloma Del Valle II, Ltd.

Final Maturity Date: as therein provided

Terms of Payment: as therein provided

Property (including any improvements):
Lot 132 Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil,

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10375
Mar. 10, 2011

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

P3112-03-000-0132-00

[1] OWNER: DIAZ, ELIU & MARIA SERNA

6409 SOLEDAD DR.
EDINBURG, TX. 78541
Telephone No. 205-8315

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 800 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 132

LOCATION: 0 M. CRISTO & SEMINARY

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY STATE
CITY FEMA & SETBACKS.FRONT 25' REAR 10' SIDE 6'
18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GOURND

Prepared by _____ 03/10/11 Date

Approved by _____ 03/07/11 Date

Signature of Owner or Applicant _____ 3-10-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Precinct No.1 Substation
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956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-10548.

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
		agnes manter
	Authorized Signature	Authorized Signature
Inspection/Permit No:		43780011121
Date Approved:	/ /	5/31/11

Name: Miriam Maldonado

Address: 5511 lavander St. Edinburg TX. 78541.

Water Supplier: Sharyland Water Supply Corp.

Utility Provider: [ ]M.V.E.C. [✓]AEP

Phone: (956) 309 5087

Account/ESI No.: 10032789480703435

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Foch Sub. Division, Lot # 123, Drive

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03/28/82);

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

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

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

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

Maria Cerda

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

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-10548

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

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

PARTY MAKING REQUEST:

Name: Miriam Maldonado.

Address: 5511 Lavander St.
Edinburg TX. 78541.

Phone: (956) 309-5087.

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

Hoch Drive Lot # 123

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Miriam Maldonado 5/3/11.
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05/04/11
Date

County Official

Recorded On-2010-May-19 As-2104465

CHARGE San Jacinto Title Services-McAllen

2104465

GF # 19147 Closer CAS

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

Warranty Deed with Vendor's Lien

Date: APRIL 15, 2010

Grantor: ESTEBAN MORA, a married person, owning, occupying and claiming other property as his legal homestead

Grantor's Mailing Address: 1717 IRIS STREET
EDINBURG, TEXAS 78539
HIDALGO COUNTY

Grantee: MIRIAM MALDONADO

Grantee's Mailing Address: 8124 HALLAM
EDINBURG, TEXAS 78539
HIDALGO COUNTY

Consideration:

Cash and a first lien note of even date executed by Grantee and payable to the order of ESTEBAN MORA in the principal amount of EIGHTEEN THOUSAND AND NO/100 DOLLARS ($18,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Grantor and by a first-lien deed of trust of even date from Grantee to CHANNING SLUSHER, trustee.

Property (including any improvements):

Lot One Hundred Twenty Three (123), HOEHN DRIVE SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 23, Page 59, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Volume 23, Page 59, Map Records, Hidalgo County, Texas.

b. Standby fees, taxes and assessments by any taxing authority for the year 2010, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 1, pursuant to applicable sections of the Texas Water Code.

d. Easements, building setbacks and reservations as shown according to the map or plat thereof recorded in Volume 23, Page 59, Map Records, Hidalgo County, Texas.

e. Right of way easement dated November 15, 1959 from Albert Gahr to Central Power and Light Company, recorded in Volume 675, Page 637, being Document No. 18025, Deed Records, Hidalgo County, Texas.

f. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.

g. Zoning and building ordinances in favor of the County of Hidalgo

Chapter 232 Texas LGC Application

#10548
APPLICATION NO:
4-10584
May. 6, 2011

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

T4755-00-000-0005-00

[1] OWNER: TAMEZ, CARLOS

5210 WYOMING ST
EDINBURG, TX 78539
Telephone No. 330-8746

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,877 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TIERRA DE ALAMO LOT 5

LOCATION: 0 TEXAS & ALAMO

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES ___ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 35' SIDES 6'
MINIMUM ELEV. 18" ABOVE CENTERLINE OF STREET

Efrain Abalos — Prepared by — 5-6-11 — Date

Aaron Hernandez — Approved by — 4-21-11 — Date

X CARLOS TAMEZ — Signature of Owner or Applicant — 5-6-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-1097

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	49584
Date Approved:	/ /	05/06/11

Name: Gerardo Moreno

Address: 3230 SWALLOW st.
Weslaco tx. 78596

Water Supplier: NAWS.

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

Phone: 956 684 2603

Account/ESI No.: #189135002

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Mariposa S/D Lot 1 ,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-14-97);

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

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5/6/11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5/6/11);

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

Maria Cerda
Planning Department Authorized Signature

Hidalgo County Judge — **Date**

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

R. 577726.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: June 15, 2000

900158

Grantor: Saltillo Group, L.L.C., a Limited Liability Company

Grantor's Mailing Address (including county):

2011 N. Conway
Mission, Texas 78572
Hidalgo County, Texas

Grantee: Gerardo Moreno and Nora Hilda Moreno
First Grantee's Social Security Number: 638 07 5270
Grantee's Phone Number: 956 341 3899
Grantee's Mailing Address (including county):

509 East Pike
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirteen Thousand Five Hundred and 00/100 Dollars ($13,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 1, Mariposa Subdivision, as shown by the map or plat thereof recorded in Volume 33, Page 16, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, Drainage Swale requirements, and other matters shown on the plat of the Subdivision recorded in the Map Records of Hidalgo County, Texas;

Chapter 232 Texas LGC Application

APPLICATION NO:
1-1097
Mar. 2, 2004

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

M1110-00-000-0001-00

[1] OWNER: MORENO, GERARDO & NORA H

509 E PIKE BLVD
WESLACO, TX 78596-4917
Telephone No. 532-6821

[7] LEGAL DESC./NAME OF SUBDIVISION
MARIPOSA LOT 1

[2] CONTRACTOR: SELF

LOCATION: 0

[3] WATER SYSTEM: N AL

[6] SEWAGE: INSTA

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
C-51 NEW RESIDENTIAL

[9] CONSTRUCTION TYPE: BLOC

[5] SIZE OF STRUCTURE: 2,352 Sq. Ft.

[10] EST. COST OF CONST.: $40,000

[6] USE OF BUILDING: RESIDENCE

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____ NO

Special Conditions: No construction allowed over any easements.
NO UTILITIES UNTIL THEY HAVE FULL COMPLIANCE WITH ALL LAWS STATE,CITY,COUNTY,FEMA

Prepared by Date

Approved by Date

Signature of Owner or Applicant Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____ _____
TOTAL AMOUNT **$0.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 1

Community No.: _____

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-1045 4

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Lucia Macias

Address: 1112 Villa St
Pharr, Tx 78577

Phone: (956) 328-4807

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		48520
Date Approved:	/ /	05 / 06 / 11

Water Supplier: North Alamo Water Corp.

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

Account/ESI No.: 10032789487036635

[ ] Temporary Pole [ ] Permanent Service

M.H.

regarding the land described as: Delta Orchards #7 Lot 185.

on _____, 20 11, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 02-06-82)

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

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5/6/11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5/6/11);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-10454

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

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

PARTY MAKING REQUEST:

Name: Lucia Macias

Address: 1112 Villa St
Pharr, Tx 78577

Phone: (956) 328-4807

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

Delta Orchards #7 Lot 185

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Lucia Macias
Lucia Macias
Requesting Party (Signature)

05/06/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05-11-2011
Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 23, 2011

Grantor: Santa Cruz Properties, Ltd., a Texas Limited Partnership

Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540-0950

Grantee: Lucia Macias

Grantee's Mailing Address (including county):
1112 Villa St.
Pharr, TX 78577
Hidalgo County

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty Thousand Five Hundred Dollars and No Cents ($30,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 185, Delta Orchards Company's Unit No. 7, Hidalgo County, Texas, according to the map recorded in Volume 6, Pages 46, of the Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note") dated July 8, 1999, payable to the order of Texas State Bank, which is described in and secured by a deed of trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 797047. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions,. reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10454
Apr. 1, 2011

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

D3800-07-000-0185-00

[1] OWNER: MACIAS, LUCIA

1112 VILLA ST.
PHARR TX, 78540
Telephone No. 328-4807

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 672 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
DELTA ORCHARDS #7 LOT 185 1.07
GR 0.93AC NET

LOCATION: 0 2812 & 493

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $550

[11] SPECIAL FLOOD HAZARD AREA: ☐ YES ☑ NO

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

Alex O. Castillo — Prepared by
3-31-11 — Date

Edgar Osidro — Approved by
3-31-11 — Date

Signature of Owner or Applicant
Lucia Macias
Date
04/01/2011

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0350 C
Panel No. /Suffix: 480334 Pct: 4
Community No.: _____

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-10554

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: ~~Greg~~ Debbie Valdez

Address: 1315 Stallion Edinburg TX 78542

Phone: (956) 457-4570 (956) 978-3354

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	Sewer
Date Approved:	/ /	5/4/11

Water Supplier: NAWS

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

Account/ESI No.: 253446-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Los Nogales #2 lot 84,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-09-04);

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

Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruben Hernandez 5-4-11);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruben Hernandez 5-4-11);

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-10554

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

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

PARTY MAKING REQUEST:

Name: ~~Debbie~~ Valdez

Address: 315 Stallion
Edinburg TX 78542

Phone: (956) 457-4570

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

Los Nogales #2 lot 86

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

D Valdez
Requesting Party (Signature)

3/4/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05-11-2011
Date

County Official

Recorded On:2010-Jul-28 As:2123684

CHARGE SIERRA TITLE
STG GF# 31393

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

General Warranty Deed

Date: July 22, 2010

2123684

Grantor: RAFAEL BANDA, JR., a single person

Grantor's Mailing Address: 9311 Canterbury Ave.
Arleta, California 91331
Los Angeles County

Grantee: DEBBIE R. VALDEZ

Grantee's Mailing Address: Rt. 6, Box 548-G
Edinburg, Texas 78542
Hidalgo County

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

Property (including any improvements):
Lot 86, LOS NOGALES SUBDIVISION, PHASE II, an Addition to the City of Edinburg, Hidalgo County, Texas, according to map thereof recorded in Volume 45, Pages 140 thru 142, Map Records of Hidalgo County, Texas.

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

Restrictions recorded in Volume 45, Pages 140 thru 142, Map Records of Hidalgo County, Texas, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, on January 5, 2005, under Clerk's File No. 1420759.

Easements and conditions as shown on the Map recorded in Volume 45, Pages 140 thru 142, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 1.

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

A twenty five foot (25') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 45, Page 140, Map Records of Hidalgo County, Texas.

A sixty foot (60') Minimum Setback Line along the rear of said property as shown on plat recorded in Volume 45, Page 140, Map Records of Hidalgo County, Texas.

A six foot (6') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 45, Page 140, Map Records of Hidalgo County, Texas.

A fifteen foot (15') Minimum Setback Line along the corner side of said property as shown on plat recorded in Volume 45, Page 140, Map Records of Hidalgo County, Texas.

An eighteen foot (18') Minimum Garage Door Setback as shown on plat recorded in Volume 45, Page 140, Map Records of Hidalgo County, Texas.

Oil and Gas Lease dated May 24, 1966, from Gladys V. Cupps Individually and as Independent Executrix under the Will of Hugh Cupps, deceased to Joe G. Sanders, recorded in Volume 308 Page 922, Oil and Gas Lease Records of Hidalgo County, Texas.

All oil, gas, and other minerals reserved in Deeds recorded in Volume 1259, Page 385, Deed Records of Hidalgo County, Texas and filed for record in the Office of the County Clerk of Hidalgo County, Texas, on July 1, 1994, under Clerk's File No. 395642.

All water rights reserved in Deed dated June 27, 2006, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 29, 2006, under Clerk's File No. 1633672.

No structure shall be permitted over any easement, as shown on plat recorded in Volume 45, Pages 140 thru 142, Map Records of Hidalgo County, Texas.

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10554
May. 2, 2011

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

L6306-02-000-0086-00

[1] OWNER: VALDEZ, GREG & DEBBIE

1315 STALLION ST
EDINBURG, TX 78539
Telephone No. 536-1515

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS NOGALES SUB. #2 LOT # 86

[2] CONTRACTOR: SELF

LOCATION: 0

[3] WATER SYSTEM: N AL

[8] SEWAGE: PUBLI

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

[9] CONSTRUCTION TYPE: BRIC

[5] SIZE OF STRUCTURE: 2,019 Sq. Ft.

[10] EST. COST OF CONST.: $40,000

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

[11] SPECIAL FLOOD HAZARD AREA: ___YES ___NO

Special Conditions: No construction allowed over any easements.
MUST COMPPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT25' REAR 60' NORTH SIDE 10' SIDE 6'
MINIMUM ELEV. 18" ABOVE TOP OF CURB

Efrain Cabellos — Prepared by — 5-2-11 — Date

Edgar Tsidno — Approved by — 4-29-11 — Date

X _____ — Signature of Owner or Applicant — 5-2-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ___YES ___NO ___BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-10541

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: RAUL TREVIÑO

Address: 8702 KENYON
LOT #80
EDINBURG TX

Phone: 214-253-8349

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	05/05/11

Water Supplier: NAWS

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

Account/ESI No.: #. N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Viva Las Vegas II Lot 80,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;
yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 09-29-09);
yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria Cerda);
YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5-5-11);
NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5-5-11);
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cerda);

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-10541

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

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

PARTY MAKING REQUEST:

Name: RAUL TREVIÑO

Address: 8702 KENYON
EDINBURG TX

Phone: 214-253-8349

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

Viva Las Vegas #2 Lot#80

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Raul Treviño
Requesting Party (Signature)

05-05-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05-11-2011
Date

County Official

NOTICE OF CONFIDENTIALITY RIGHTS

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

DEED OF TRUST

1. Date: February 26, 2011

2. Grantor: RAUL TREVINO

3. Grantor's Mailing Address: 3144 E. 22nd Street, Brownsville, Cameron County Texas 78521

4. Trustee: David Crook

5. Trustee's Mailing Address: 100 Savannah, Suite 380, McAllen, Hidalgo County, Texas 78501

6. Beneficiary: Garco, Ltd., A Texas Limited Partnership

7. Beneficiary's Mailing Address: 3910 W. Freddy Gonzalez Drive, Edinburg, Hidalgo County, Texas 78539

8. Note:
   - A. Date: February 26, 2011
   - B. Amount: Fifteen thousand Nine Hundred and No/100ths Dollars ($15,900.00)
   - C. Maker: RAUL TREVINO
   - D. Payee: GARCO, LTD, A Texas Limited Partnership
   - E. Maturity Date: As therein provided in the Note
   - F. Terms of Payment: As provided in the Note.

9. Property: Lot Eighty (80), Viva Las Vegas Subdivision Phase II , Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 2039371, Official Records of Hidalgo County, Texas.

10. Prior Lien: Deed of Trust recorded under Document No. 1963296 , Official Records, Hidalgo County, Texas

11. Other Exceptions to Conveyance and Warranty: See Exhibit "A".

12. For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

13. Grantor's Obligations: Grantor agrees to:

   - A. keep the property in good repair and condition;
   - B. pay all taxes and assessments on the property when due;

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10541
Apr. 29, 2011

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

V4358-02-000-0080-00

[1] OWNER: RAUL TREVINO

8702 KEYON RD
EDINBURG TX. 78542
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,152 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL X-20

[7] LEGAL DESC./NAME OF SUBDIVISION
VIVA LAS VEGAS LOT # 80

(214)253-8349

LOCATION: 0

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $6,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 15' SIDES 6' 18" TOP OF CURB

Prepared by — Date: 4-29-11

Approved by: Adrian Hernandez — Date: 4-21-11

Signature of Owner or Applicant: X Raul Trevino — Date: X 4-29-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO X-20
Panel No. /Suffix: Pct: 0

Community No.: 480334 - 0325 D

Certification of Elevation
Required: ____YES ✓ NO ____BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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956-318-2840
956-318-2844

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

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

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

Precinct 1 2 3 (4)

Application No: 4-9912

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	Existing System
Date Approved:	/ /	05/05/11

Name: Rocio Rodriguez

Address: 13424 Bennet Circle - North
La Blanca TX
78558

Phone: 956 354-18-12

Water Supplier: North Alamo Water

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

Account/ESI No.: 10032789465 0943 68

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Englemann Est. Lote 15,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 05-14-87);

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

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5-5-11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5-5-11);

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

Maria Cerda
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-9912

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

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

PARTY MAKING REQUEST:

Name: Rocio Rodriguez

Address: 13424 Bennet Circle. W
La Blanca TX

Phone: 956 354-18-12

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

Englemen Est. Lot #15

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Rocio Rdz — Requesting Party (Signature)
5-5-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05/16/2011
Date

County Official

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

SPECIAL WARRANTY DEED

COPY

Date: August 20, 2010

Grantor: ALFONSA PACHECO

Grantor's Mailing Address (including county):

16242 COVE LANE
EDINBURG, TEXAS 78541
HIDALGO COUNTY, TEXAS

Grantee: ROCIO RODRIGUEZ DIAZ
First Grantee's Social Security Number: ON FILE
Grantee's Home Phone Number:
Grantee's Work Phone Number:
Grantee's Mailing Address (including county):

5621 ROMAN CIRCLE
EDINBURG, TEXAS 78539
HIDALGO COUNTY, TEXAS

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged.

Property (including any improvements):

All of Lot(s) 15, ENGLEMAN ESTATES SUBDIVISION, Hidalgo County, Texas, according to the Map Records in the office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes

Reservations from the Exceptions to conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishments, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so.

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

Chapter 232 Texas LGC Application

APPLICATION NO:
4-9912
Aug. 26, 2010

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

E6450-00-000-0015-00

[1] OWNER: RODRIGUEZ, ROCIO DIAZ

5621 ROMAN CR.
EDINBURG, TX. 78539
Telephone No. 483-7860

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,064 Sq. Ft.

[6] USE OF BUILDING: RES. X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
ENGLEMAN ESTATES LOT 15

LOCATION: 0 M. CRISTO & 493

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,200

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS AND REGULATIONS
FRONT 25' REAR 15' SIDES 6'

Efrain Ceballos — Prepared by — 8/26/10 — Date

Edgar Isidro — Approved by — 8/24/10 — Date

X Rocio Rdz — Signature of Owner or Applicant — 8/26/10 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 C Pct: 4

Community No.: 480-334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 (4)

Application No: 4-10577

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		—	
		Authorized Signature	Authorized Signature
	Inspection/Permit No:	—	46729
	Date Approved:	/ /	05/05/11

Name: Erika Vela

Address: 25010 Calle de Rosa
Edcouch TX 78538

Phone: 956-929-0588

Water Supplier: North Alamo

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

Account/ESI No.: —

[✓]Temporary Pole [ ] Permanent Service

regarding the land described as: Cantana Acres Sub. #6 Lot 64,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-14-07);

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

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5-5-11);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5-5-11);

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

Maria Cerda

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

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-10577

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

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

PARTY MAKING REQUEST:

Name: Erika Vela

Address: 2540 Calle de Rosa
Edcouch TX 78538

Phone: 956-929-0588

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

Centenna Acres #2 Lot #69

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Erika Vela — Requesting Party (Signature)
5-5-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05/11/2011
Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 17, 2011

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

Grantee: Erika Vela

Grantee's Mailing Address (including county):
1008 Kestrel Drive
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-One Thousand Dollars and No Cents ($31,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 064, Lantana Acres No. 6 Subdivision, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10577
May. 5, 2011

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

L2850-00-000-0064-00

[1] OWNER: ERIKA VELA
25010 CALLE DE ROSA
ED COUCH TX 78538

Telephone No. 929-0588

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES X-25

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES # 6 LOT 64

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,000

[11] SPECIAL FLOOD HAZARD AREA: ____ YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 25' SIDES 6'
FINISHFLOOR ELEV, 18 "ABOVE CENTER LINE OF STREET

Prepared by — Date: 5-5-11

Approved by — Date: 5-5-11

Signature of Owner or Applicant: Erika Vela — Date: 5-5-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 C Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-10603

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

C/o **Name:** Wildmesquite LLC
Jose G. ORTEGON

Address: 4106 Dishman
Edinburg TX.

Phone: 956 451 8456

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

Water Supplier: North Alamo Water

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

Account/ESI No.: 10032789400272646

[X] **Temporary Pole** [ ] **Permanent Service**

regarding the land described as: Caledonia Est. I Lot #46,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03/8/07);

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

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5-10-11 _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5-10-11 _____);

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-10603

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

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

PARTY MAKING REQUEST: Wild Mesquite LLC

C/O Name: Jose G ORTEGON

Address: 328 BlueBird Ave

MCAllen TEX 78504

Phone: 956 451-8456

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

Caledonia Est I Lot # 46

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

5-10-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05-11-2011
Date

County Official

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



WARRANTY DEED WITH VENDOR'S LIEN

Date: 05/03/2011

Grantor: RICARDO R. SALINAS, SR., owning, claiming and occupying other property as homestead.

Grantor's Mailing Address:

301 N. Main, Suite #6
McAllen, TX 78501
Hidalgo County

Grantee: WILD MESQUITE, L.L.C. d/b/a O.I. CONSTRUCTION

Grantee's Mailing Address:

328 Bluebird
McAllen, TX 78504
Hidalgo County Texas.

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty Thousand Dollars and No Cents ($20,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The purchase Note is secured by vendor's lien retained in this deed and by a deed of trust of even date to Roxanna Salinas, Trustee.

Property (including any improvements):

All of Lot 46, CALEDONIA ESTATES SUBDIVISION PHASE I, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in volume 53, Page 52, Map Records in the Office of County Clerk o: Hidalgo County, Texas, reference to which is here made for all purposes.

1st Lien Holder: LONE STAR NATIONAL BANK

Reservations from and Exceptions to Conveyance and Warranty.

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, covenants, conditions, oil and gas leases, mineral severance, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any encroachments or overlapping of improvements;
7. All rights, obligations, and other matter emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
8. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
9. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or Conveyed by any parties having the right to do so;
10. All Easements, restrictions, set back lines, drainage Swale requirements, and other matters shown on the plat of Caledonia Estates Subdivision Phase I, as shown on the plat thereof, recorded in Volume 53, Page 52, Map records of Hidalgo County, Texas; and
11. Subdivision Restrictions filed of record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and Assigns, all oil, gas, an other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10603
May. 10, 2011

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

C0345-01-000-0046-00

[1] OWNER: WILD MESQUITE LLC

328 BLUE BIRD
MCALLEN TX 78504
Telephone No. 451-8456

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,020 Sq. Ft.

[6] USE OF BUILDING: NEW RES. HOME CONST.

[7] LEGAL DESC./NAME OF SUBDIVISION
CALENDONIA ESTATES #1 LOT 46

LOCATION: 0

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $75,000

[11] SPECIAL FLOOD HAZARD AREA: ___ YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACK & REGULATIONS.
SETBACKS:FRONT:25' BACK:22' SIDE:6' SIDE:6'
18" ABOVE TOP OF ROAD. FLOODZONE:X-01

Prepared by — Date: 5/10/11

AARON HERNANDEZ — Approved by — Date: 5/6/11

Signature of Owner or Applicant — Date: 5-10-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325D Pct: 0
Community No.: 480334

Certification of Elevation
Required: ___ YES ___ NO ✓ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-10513

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sesin
Date Approved:	/ /	5-5-11

Name: Ernesto Godinez

Address: 1615 Sheridan Ave N
MPLS MN 55411

Phone: 612-670-2010

Water Supplier: SHARYLAND WATER

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

Account/ESI No.: 10032789431679085

[ ] Temporary Pole [ ] Permanent Service

M.H

regarding the land described as:
Bas #6 Lot #88,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 02-16-86);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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Edinburg, Texas 78542
956-318-2840
956-318-2844

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-10513

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

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

PARTY MAKING REQUEST:

Name: Ernesto Godinez

Address: 1615 Sheridan Ave N
MPLS MN 55411

Phone: 612-670-2010

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

Bar #6 Lot #88

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

5-06-11
~~04-25-11~~
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05-11-2011
Date

County Official

The State of Texas, } **Know All Men by These Presents:**
County of HIDALGO }

THAT X AS, INC. WHOSE ADDRESS IS P.O. BOX 4259, McALLEN

of the County of HIDALGO State of TEXAS 78502 for and in Consideration

of the sum of TEN ($10.00) DOLLA

to US in hand paid by **Ernesto FabianGodinez**

as follo

As a material part of the consideration for this Agreement, Grantor and Grantees agree that Grantees are takin the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that Grantees are not relying upon any representation, statement or other assertion with respect to the Property condition, but is relying upon Grantees' examination of the Property. Grantees take the Property under the express understanding there are no express or implied warranties (except for limited warranties of title set fort in this document).

has Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said **Ernesto FabianGodinez**

Whose mailing address is **1615 N Sheridan Ave. Minneapolis, MN 55411**
of the County of HIDALGO State of TEXAS all that certain

LOT # 88 , BAR SUBDIVISION, Unit 6
HIDALGO COUNTY, TEXAS, SUBJECT TO ALL RESERVATIONS, EXCEPTIONS, LEASES, EASEMENTS, RESTRICTIONS USE, RIGHTS, APPLICABLE RULE, REGULATIONS OF RECORD OR VISIBLE AND ALL TAXES FOR 1992 AND SUBSEQUENT YEARS, AND ANY LIENS. THIS WARRANTY DEED IS GIVEN IN CONFORMANCE TO AND SATISFACTION OF A CONTRACT DATED IN 1992.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging to the said
Ernesto FabianGodinez
Heirs and assigns forever and WE do hereby bind OUR
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said
Ernesto FabianGodinez
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.
WITNESS hand at McALLEN, TEXAS
this 16 day **August** , 2002
Witness at Request of Grantor:

X AS, INC.
BY: _____
H. HOLLIS RANKIN III, PRESIDENT

(Acknowledgement)

STATE OF TEXAS COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 16 day of **August** , 2002
By H. HOLLIS RANKIN III, PRESIDENT OF X AS, INC. ON BEHALF OF THE CORPORATION.

My commission expires:
7-5-04

LILY SANTANA
Notary Public, State of Texas
My Commission Expires
July 05, 2004

_____
Notary Public, State of Texas
Notary's printed name: **Lily Santana**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10513
Apr. 20, 2011

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

B1570-06-000-0088-00

[1] OWNER: GODINEZ, ERNESTO FABIAN

1615 SHERIDAN AVE N
MINNEAPOLIS, MN 55411-2949
Telephone No. 670-2010

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 160 Sq. Ft.

[6] USE OF BUILDING: RES- X-20

[7] LEGAL DESC./NAME OF SUBDIVISION
BAR #6 LOT 88

4/19/11 SEE PENDING

LOCATION: 0 MONMACK & ROGERS

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $1,600

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS 7 REGULATIONS
FRONT 25' REAR 15' SIDES 6'
FINISH FLOOR ELEV. 18" ABOVE NATURAL GROUNG

Prepared by — Date: 2-20 11

Approved by — Date: 4-20-11

Signature of Owner or Applicant — Date: 04-20-2011

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334-

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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Edinburg, Texas 78542
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956-318-2844

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-10598

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		46118
Date Approved:	/ /	5/10/11

Name: SALVADOR MENDOZA

Address: LANTANA ACRES #6 Lot #3
EDCOUCH, TX, 78538
78538

Phone: 956-533-8760

Water Supplier: North Alamo Water Supply.

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

Account/ESI No.: 10632789411796427

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: LANTANA ACRES #6 Lo #3,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-14-07);

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

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Rubén Hinojosa 5-10-11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Rubén Hinojosa 5-10-11);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-105-98

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

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

PARTY MAKING REQUEST: Salvador

Name: ~~Alejandro~~ Zamora

Address: 23914 Alma St

Edcouch, Tx. 78538

Phone: 956-533-8760

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

Lantana Acres #6, Lot # 3/ 281 N., 2812 E, Jesus Flores Rd N, Valdez St W. 2nd (R) Turn 3rd Lot on Left.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
____ Owner of lot in subdivision
____ Resident of lot in a subdivision (Friend)
____ Entity that provides utility service

Zamora
Requesting Party (Signature)

9 May 2011
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05-11-11
Date

County Official

DEED OF TRUST

Date: September 9, 2010

Grantor: Salvador Mendoza

Grantor's Mailing Address (including county):
13194 Alma
Edcouch, Texas 78538
Hidalgo County, Texas

Trustee: Carroll Whiteford
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: The Three Grandes, Ltd., a Texas Limited Partnership

Beneficiary's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540

Note:

Date: September 9, 2010
Amount: Twenty-Nine Thousand Five Hundred and 0/100 Dollars ($29,500.00)
Maker: Salvador Mendoza

Payee: The Three Grandes, Ltd., a Texas Limited Partnership

Property (including any improvements):

Lot(s) 3, Lantana Acres No. 6 Subdivision, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 27, 2007, payable to the order of Texas State Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1806701;
2. A lien securing a promissory note (the "Second Prior Note"), dated August 27, 2007, payable to the order of Santa Cruz Properties, Ltd., which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas, Texas under Clerk's Document Number 1806702. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Second Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages an area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Lantana Acres No. 6 Subdivision, as shown on the plat thereof, recorded in Volume 54, Pages 72-75, Map records of Hidalgo County, Texas; and
14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor and Beneficiary covenant and agree as follows:

1. Payment. Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10598
May. 9, 2011

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

L2850-06-000-0003-00

[1] OWNER: MENDOZA, SALVADOR

13194 ALMA ST.
EDCOUCH, TX. 78538
Telephone No. 533-8760

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,800 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES #6 LOT 3

LOCATION: 0 2812 & JESUS FLORES

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $5,000

[11] SPECIAL FLOOD HAZARD AREA: ____ YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 35' SIDES 6'
MINIMUM ELEV. 18" ABOVE CENTERLINE OF STREET

Efrain Caballero — Prepared by — 5-9-11 — Date

Edgar Isidro — Approved by — 10-19-11 — Date

X [signature] — Signature of Owner or Applicant — 5-9-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 C Pct: 4

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-7876
C-20

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	**Authorized Signature**
Inspection/Permit No:		Sam
Date Approved:	/ /	5/4/11

Name: MAURICIO HERNANDEZ

Address: P.O.BOX. 2796
ECSA TX.
78543

Phone: (956) 363 4318

Water Supplier: CITY ECSA

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: HACIENDA EL PORVENIR #2 LOT 70

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-28-93);

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

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruby Hernandez 5-4-11);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruby Hernandez 5-4-11);

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

Angelica Chavez
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: I-7874-
C-20

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

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

PARTY MAKING REQUEST:

Name: MAURICIO HERNANDEZ

Address: P.O. BOX 2796

ELSA TX. 78543

Phone: (956) 363 4318

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

Hacienda El Provenir #2 Lot 10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — 3/29/11 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_____ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__/__ Other (describe) Pmt

This part to be filled out by receiving county official:

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

5/04/11
Date

County Official

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

Warranty Deed with Vendor's Lien

Date: March 1, 2007

Grantor: ADN Investments, Inc.

Grantor's Mailing Address:

4120 Rio Bravo, Suite 301
El Paso, Texas 79902

Grantee: Mauricio Hernandez Rangel, a single man

Grantee's Mailing Address:

PO Box 2796
Elsa, Hidalgo County, Texas

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWENTY FOUR THOUSAND AND NO/100 DOLLARS ($24,000.00).

Property (including any improvements):

Lot 10, PHASE II, A RE-SUBDIVISION OF HACIENDA EL PORVENIR, per map and plat recorded in Volume 30, Page 10, Map Records of Hidalgo County, Texas.

Restrictive Covenants of Record: As stated of record.

Reservations from Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments; other than conveyances of the surface fee estate, that affect the Property; and taxes for the current and past years, which Grantee assumes and agrees to pay.

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7876
Mar. 29, 2011

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

H0360-02-000-0010-00

[1] OWNER: HERNANDEZ, MAURICIO

P.O. BOX 2796
ELSA TX, 78543
Telephone No. 363-4318

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 288 Sq. Ft.

[6] USE OF BUILDING: RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
HACIENDA EL PORVENIR PH 2 LOT 10

LOCATION: 0

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $2,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

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

Prepared by ____ Date

Approved by ____ Date

Signature of Owner or Applicant ____ Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: ____

Certification of Elevation Required: ____YES ____NO ____BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No: 1-77762 C-95

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Jesus Saldaña

Name: Mariela Y. Saldaña

Eagles Nest eState

Address: 2706 Alondra Drive Weslaco, TX

Phone: 314-5011

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		1049
Date Approved:	1 1	5 19 11

Water Supplier: N.A.W.S

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Eagles Nest Est. #1 Lot 3 Blk. 3,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-18-05);

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

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

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

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

Flor Castillo

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

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 1-7102
C-05

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

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

PARTY MAKING REQUEST:

Name: Yamiela Y. Saldaña.

Address: Eagles West estate

2706 Alondra Drive Weslaco tx

Phone: 314-5011

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

Eagles West Est #1 Lot 3 Blk. 3.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

x Yamiela Y. Saldaña
Requesting Party (Signature)

x May-6-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5-09-11
Date

Ida Castillo
County Official

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

Deed of Trust

Terms

Date: January 27, 2011

Grantor: Jesus Saldana, spouse of Xochil Vasquez, dealing with separate property; and Mariela Yazmin Saldana, a single person

Grantor's Mailing Address:

Jesus Saldana
1803 Anacua Circle
Weslaco, TX 78596
Hidalgo County

Mariela Yazmin Saldana
1803 Anacua Circle
Weslaco, TX 78596
Hidalgo County

Trustee: Joe Richard Flores

Trustee's Mailing Address:

218 S. Jackson Road
Edinburg, TX 78539
Hidalgo County

Lender: Evangelina Medrano

Lender's Mailing Address:

2604 San Marcos
Alamo, TX 78516
Hidalgo County

Obligation

Note

Date: January 27, 2011

Original principal amount: $44,000.00

Borrower: Jesus Saldana and Mariela Yazmin Saldana

Lender: Evangelina Medrano

COPIA

Maturity date: April 15, 2019

Terms of Payment: As provided in the note.

Other Debt:

None.

Property (including any improvements):

Lot Three (3), Block Three (3), EAGLES NEST ESTATES SUBDIVISION, UNIT I, FARM TRACT 212, BLOCK 180, LOT 11 OF THE WEST AND ADAMS TRACT SUBDIVISION, recorded in Volume 31, Page 138 of the Map Records in the Office of the County Clerk, Hidalgo County, Texas, reference is here made for all purposes..

Prior Lien:

None.

Other Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in the deed to Grantors as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2011, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

For value received and to secure payment of the Obligation, Grantors convey the Property to Trustee in trust. Grantors warrant and agree to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantors' expense.

Clauses and Covenants

A. Grantors' Obligations

Grantors agree to-

1. keep the Property in good repair and condition;

2. pay all taxes and assessments on the Property before delinquency;

3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;

4. maintain all insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender at least ten days before the expiration of the Required Insurance Coverages;

5. obey all laws, ordinances, and restrictive covenants applicable to the Property;

6. keep any buildings occupied as required by the Required Insurance Coverages;

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7762
Mar. 4, 2011

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

E0155-01-003-0003-00

Jesus + Mariela Saldaña

[1] OWNER: ~~MEDRANO, JOSE LUIS & ANTONIA~~
~~2604 SAN MARCOS DR~~

~~ALAMO TX 78516-9440~~

Telephone No. 283-1675

[7] LEGAL DESC./NAME OF SUBDIVISION
EAGLE'S NEST ESTATES UT 1
LOT 3 BLK 3

LOCATION: 0 MI 6 1/2 W & MI 9 1/

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

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

[10] EST. COST OF CONST.: $15,000

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

[6] USE OF BUILDING: RES ZONE C

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS.
FRONT 25' REAR 40' LEFT SIDE 10' SIDE 6' FINISH
FLOOR OF ELEV 18" ABOVE TOP OF GROUND.

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 1

Community No.: _____

Certification of Elevation Required: ____YES ____NO ____BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-7106

C44

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Carlos Olivo

Address: 123 Jazmin St
Donna Tex
78537

Phone: 956-332-45-70

Water Supplier: N.A.W.S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

MOD Choice

regarding the land described as: Goolie Meadows Ph2 Lot 136 ,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 3-04-08);

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

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

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

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

Flor Castillo

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

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct (1) 2 3 4

Application No: 1-7106

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

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

PARTY MAKING REQUEST:

Name: Carlos Olivo

Address: 123 Jasmin ST.
Donna Tx 78537.

Phone: 956-332-25-70.

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

Hollie Meadows #2 Lot 136.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Carlos Olivo — Requesting Party (Signature)
5-9-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5-10-11 — **Date**

Ana Castillo — **County Official**

COPY

DEED OF TRUST

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

Date: **April 7, 2010**

Grantor: **Carlos Olivo**

Grantor's Mailing Address (including county):

2907 N. Hutto Road
Donna, TX 78537
Hidalgo County, TX

Trustee: **Alan Monroe**

Trustee's Mailing Address (including county);
208 W. Cano
Edinburg, TX 78539
Hidalgo County, Texas

Beneficiary: **RCI Development-Wisconsin, Ltd**

Beneficiary's Mailing Address (including county):
2614 Freddy Gonzalez
Edinburg, Texas 78539
Hidalgo County, Texas

Note(s):

Date: **April 7, 2010**

Amount: **Twenty Eight Thousand Four Hundred and No/100 ($28,400.00)**

Maker: **Carlos Olivo**

Payee: **RCI Development-Wisconsin, Ltd**

Final Maturity Date: **As provided in the Note(s)**

Terms of Payment: **As provided in the Note(s)**

Property (including any improvements):

Lot Number(s) 136, Goolie Meadows Phase II, is a 41.596 acre tract of land being all of Blocks 144, and 20.489 acres out of Block 145, Hill-Halbert Tract out of the El Gato and La Blanca Grants, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 54, Page 184-186, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded under County Clerk's Document Number 1661924, Official Records, Hidalgo County, Texas.

Prior Lien(s) (including recording information):

A lien securing a promissory note (the "Prior Note") dated October 15, 2007, in the original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000.00), payable to the

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7106
Apr. 14, 2010

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

G5975-02-000-0136-00

[1] OWNER: OLIVO, CARLOS

2907 N. HUTTO RD.
DONNA, TX. 78537
Telephone No. 854-7578

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 480 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
GOOLIE MEADOWS #2 LOT 136

LOCATION: 0 VALVERDE & NOLANA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,300

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 20' FINISH FLOOR OF ELEV.
18" NATURAL GROUND.

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 1

Community No.: _____

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 1-2946
X-25

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		1048
	Date Approved:	/ /	/ /

Name: Karina Contreras

Address: 1426 Angus st
Mercedes Tx
78570

Phone: (956) 246-95 60

Water Supplier: North Alamo water Corp.

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

Account/ESI No.: 254041-001

[V] Temporary Pole [V] Permanent Service

regarding the land described as: Weslaco Manor Lt. 38

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-22-05);

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

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

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

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

Ilan U. Castillo
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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Edinburg, Texas 78542
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956-318-2844

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956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: Manual X-25

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

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

PARTY MAKING REQUEST:

Name: Karina Contreras

Address: 1426 Angus st
Mercedes Tx 78570

Phone: (956) 246-95 60

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

Weslaco Manor Lot 38

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Karina Contreras — Requesting Party (Signature)

5-2-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5-06-11 — **Date**

Noel A. Castillo — **County Official**

COPY

1808717

DEED OF TRUST

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

Date: September 4, 2007

Grantor: Alberto Contreras and Karina Contreras
Grantor's Mailing Address (including county):
910 N. Vermont
Mercedes, Texas 78570
Hidalgo County, Texas

Trustee: Alan D. Monroe
Trustee's Mailing Address (including county):
208 W. Cano
Edinburg, Texas 78539
Hidalgo County, Texas

Beneficiary: Jack McClelland
Beneficiary's Mailing Address:

2614 West Freddy Gonzalez
Edinburg, Texas 78539

Note:

Date:	September 4, 2007
Amount:	Twenty-One Thousand Six Hundred and 0/100 Dollars ($21,600.00)
Maker:	Alberto Contreras and Karina Contreras

Payee: Jack McClelland

Property (including any improvements):

Lot(s) 38, Weslaco Manor Subdivision, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 48, Page 136-139, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Other Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7946
Apr. 20, 2011

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

W2247-00-000-0038-00

[1] OWNER: CONTRERAS, ALBERTO & KARINA

1426 ANGUS ST.
MERCEDES, TX. 78570
Telephone No. 246-9560

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,562 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
WESLACO MANOR
LOT 38

LOCATION: 0 MILE 2 W. & MILE 11 N.

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $25,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 40'

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____ -
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 1

Community No.: _____

Certification of Elevation Required: ____YES ____NO ____BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-318-2844

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

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

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

Precinct 1 2 (3) 4

Application No: 3-11313

4/29/11

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		5-9-11
Date Approved:	/ /	/ /

Name: Rumaldo Garcia

Address: 1712 N Pine St
Alton TX

Phone: 956-205-8166

Water Supplier: Agua SUD

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

Account/ESI No.: 10032 7894-

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: West Mission Est #4 Lot 22,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12/6/02);

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

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

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

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

5/9/11

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

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 (3) 4

Application No: 3-11313
4/29/11

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

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

PARTY MAKING REQUEST:

Name: Rumaldo Garcia

Address: 1712 N pine st
Alton TX 78573

Phone: 956- 205- 8166

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

West mission est #4 Lot22

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

R Rumaldo Garcia — Requesting Party (Signature)
5/9/11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Copy of pmt

This part to be filled out by receiving county official:

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

4/29/11
Date

County Official

DEED OF TRUST

Date: April 13, 2011

Grantor: Rumaldo Garcia and Veronica Rodriguez
Mailing Address (including county):
1712 N. Pine St.
Alton, TX 78574
Hidalgo County

Trustee: Carroll Whiteford
Trustee's Mailing Address (including county):
1419 Marigold
McAllen, Texas 78501
Hidalgo County, Texas

Beneficiary: Dos Cruces Properties, Ltd., a Texas Limited Partnership
Beneficiary's Mailing Address (including county):

P.O. Box 959
Edinburg, Texas 78539-0959

Note:

Date: April 13, 2011
Amount: Forty Seven Thousand Five Hundred Dollars and No Cents ($47,500.00)
Maker: Rumaldo Garcia and Veronica Rodriguez

Payee: Dos Cruces Properties, Ltd., a Texas Limited Partnership

Property (including any improvements):

Lot(s) 22, West Mission Estates Subdivision No. 4, as shown by the map or plat thereof recorded in Volume 41, Pages 51, 52 & 53, Map Records, Hidalgo County, Texas

Other Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easement, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of West Mission Estates No. 4, as shown on the plat thereof, recorded in Volume 41 Pages 51, 52, & 53, Map records of Hidalgo County, Texas; and

Chapter 232 Texas LGC Application

APPLICATION NO:
3-11313
Apr. 29, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

W3720-04-000-0022-00

[1] OWNER: RODRIGUEZ , VERONICA

1712 ALPINE ST
ALTON TX 78573
Telephone No. 205-8166

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,645 Sq. Ft.

[6] USE OF BUILDING: NEW HOUSE

[7] LEGAL DESC./NAME OF SUBDIVISION
WEST MISSION ESTATES #4 LOT 22
ZONE X-25

LOCATION: 7 N IOWA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
F25 WEST SIDE 6 REAR 35 IOWA SIDE 35

Prepared by — Date: 4/29/11

Approved by — Date: 4/29/11

Veronica Rdz — Signature of Owner or Applicant — Date: 4-29-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 3

Community No.:_____

Certification of Elevation
Required: _____YES _____NO _____BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 (3) 4

Application No: 3-11247
4/12/11

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		OK 3 bedrm/2 bath 2500sqft
	Date Approved:	/ /	5/15/11

Name: Maria Esther Hinojosa

Address: 16716 Washinton Palm Dr. Peñitas TX 78576

Phone: (956) 432-6964

Water Supplier: NA

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

Account/ESI No.: 100327-894-897-048-35

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Pueblo De Palmas Ph 6 Lot 514,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/24/07);

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

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

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

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

Sandra Cantu 5/5/11

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

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 (3) 4

Application No: 3-11247
4/12/11

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

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

PARTY MAKING REQUEST:

Name: Maria Esther Hinojosa

Address: 16716 Washinton Palm Dr. Peñitas Tx 78576

Phone: (956) 432-6964

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

Pueblo De Palmas Ph 6 Lot 514

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maria E Hinojosa — Requesting Party (Signature)
5-5-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
✓ Other (describe) copy of permit

This part to be filled out by receiving county official:

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

5/5/11
Date

Sandra Cantu
County Official

1762686

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

Date: APRIL 28, 2007

Grantor: G&D FINANCIAL SERVICES, L.P.

Grantor's Mailing Address (including county):
P.O. BOX 1000
MISSION, TEXAS 78573-1000
HIDALGO COUNTY

Grantee: MARIA ESTHER HINOJOSA

Grantee's Mailing Address (including County):
7516 CAMELOT CT.
MISSION, TX 78572
HIDALGO COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note (the "Purchase Note") of even date, that is in the principal amount of **$19,700.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):
LOT# 514, PUEBLO DE PALMAS, PHASE 6, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGES 15-17, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

Reservations From and Exceptions to Conveyance and Warranty:
SAVE AND EXCEPT all oil, gas, and other minerals not previously reserved by prior Grantors are expressly reserved by grantor herein, together with the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil , gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease;
SUBJECT TO Restrictive Covenants recorded as Document Number 1750407, in the Official Records of Hidalgo County, Texas;

Chapter 232 Texas LGC Application

APPLICATION NO: 3-11247
Apr. 12, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P9277-06-000-0514-00

[1] OWNER: HINOJOSA,MARIA ESTHER

16716 WASHINTON PALM
PENITAS,TX. 78576
Telephone No. 432-6964

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

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

[5] SIZE OF STRUCTURE: 2,295 Sq. Ft.

[6] USE OF BUILDING: RES. NEW HOUSE ZONE-C

[7] LEGAL DESC./NAME OF SUBDIVISION
PUEBLO DE PALMAS PH 6 LOT 514
C-25

LOCATION: 0 107 AND TOMGILL

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $25,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
FRONT 25' BACK 15' SIDES 6'
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATION
18" TOP OF CURB

Roy Cantu — Prepared by — 4/12/11 Date

Roy Cantu — Approved by — 4/11/11 Date

Martin Hinojosa — Signature of Owner or Applicant — 4-12-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0275B Pct: 3

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-318-2840
956-318-2844

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

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

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

Precinct 1 2 3 4

Application No: 3-9605
10/28/09

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	N	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		EXSISTING SYSTEM
Date Approved:	/ /	5/9/11

Name: Pedro Flores

Address: 1109 El Jardin Lot #17
El Jardin Estates
Palmview, TX 78572
(Mission)

Phone: 956-843-7908
821-9583 Irma Balderas

Water Supplier: N/A

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

Account/ESI No.: 10032789437426589

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: est. El Jardin Lot #17 534-4877,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 9-3-96);

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

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 5-9-11 (verified by Ruben Hernandez);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 5-9-11 (verified by Ruben Hernandez);

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

5/9/11

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

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Edinburg, Texas 78542
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 (3) 4

Application No: 3-9605

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

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

PARTY MAKING REQUEST:

Name: Pedro Flores

Address: 1109 El Jardin Lot #17
El Jardin Estates Palmview, TX 78572

Phone: 956-943-7909

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

El Jardin Est. Lot #17

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

5/9/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__/__ Other (describe) Copy of Agent

This part to be filled out by receiving county official:

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

5/9/11
Date

County Official

CHARGE TO: EDWARDS ABSTRACT
GF # 752258-C.Lot

1774897

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

WARRANTY DEED

Date: June 15, 2007

Grantor: FLORENTINO BALANDRANO

Grantor's Mailing Address (including county):
R.R. 4 Box 364
Mission, Hidalgo County, Texas 78574-9933

Grantee: PEDRO FLORES

Grantee's Mailing Address (including county):
1200 Produce Road
Hidalgo, Hidalgo County, Texas 78557

Consideration: Ten and No/100ths Dollars ($10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lot Seventeen (17), El Jardin Estates, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 31, Page 126-B, Map Records, Hidalgo County, Texas.

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

Easements, right-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the Hidalgo County Water District, if any, in which the property is located; taxes for 2007, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Chapter 232 Texas LGC Application

APPLICATION NO: 3-9605
Oct. 28, 2009

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E4363-00-000-0017-00

[1] OWNER: FLORES , PEDRO
1612 N INSPIRATION RD APT B-4

MISSION TX 78572
Telephone No. 843-7908

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 3,036 Sq. Ft.

[6] USE OF BUILDING: RES NEW HOUSE

[7] LEGAL DESC./NAME OF SUBDIVISION
EL JARDIN ESTATES LOT 17
C-25

LOCATION: 0 MINNESOTA RD & 1 1/4 ML

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $140,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
F25 S6 R35

Prepared by — Date: 10/28/09

Approved by — Date: 10/28/09

X Adolfo Rosales — Signature of Owner or Applicant — Date: 10/28/09

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 3

Community No.:_____

Certification of Elevation
Required: _____YES _____NO _____BFE

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

[NOTICE]

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AI-26557 **5.A.**

April 2011 Fee Report

CC CONSENT

Date:	05/17/2011
Submitted By:	Norma Martinez, DISTRICT CLERK
Submitted For:	Norma Martinez
Department:	DISTRICT CLERK
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Clerk
Approval of April 2011 Monthly Fee Report.

BACKGROUND

Monthly Fee Report total amount: $387,121.47.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: District Clerk April 2011 Fee Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/09/2011 09:34 AM	APRV
2	Sylvia Solis	Sylvia Solis	05/09/2011 04:54 PM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 05:24 PM	APRV

Form Started By: Norma Martinez Started On: 05/09/2011 09:14 AM

Final Approval Date: 05/11/2011

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF APRIL 2011

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))				# OF CASES					
DIVORCE & FAMILY LAW CASES	$ 13,853.00								
LESS: PARTIAL PAYMENT	$ 38.00	$ 13,815.00	#	307	X $45.00	=	$ 13,815.00	1100-207-20-000-051-0-000	$ 13,815.00
OTHER THAN DIVORCE/FAMILY	$ 13,750.00								
LESS: PARTIAL PAYMENT	$ -	$ 13,750.00	#	275	X $50.00	=	$ 13,750.00	1100-207-20-000-052-0-000	$ 13,750.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))									
DIVORCE & FAMILY LAW CASES	$ 390.00								
LESS: PARTIAL PAYMENT	$ -	$ 390.00	#	78	FAMILY X $5.00	=	$ 390.00		
OTHER THAN DIVORCE/FAMILY	$ 940.00								
LESS: PARTIAL PAYMENT	$ -	$ 940.00	#	94	CIVIL X $10.00	=	$ 940.00	1100-207-20-000-050-0-000	$ 1,330.00
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05			#	5	CASES	=	$ 185.00		
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08			#	576	CASES	=	$ 24,192.00	1100-207-20-000-055-0-000	$ 24,377.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00								1100-341-10-090-011-0-000	$ 3,975.00
CLERK COST (GC 51.317(b)(1)&(b-1))	$ 29,262.83	$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000							
OTHER CLERK COST (GC51.317-319)	$ 20,484.16						$ 49,746.99		
TIME PAYMENT (LGC 133.103) @$10.00							$ 1,532.42		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))							$ 8,988.00		
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)							$ 487.39		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)							$ 1,942.24		
NSF CHECK FEE (LGC 118.141)							$ 90.00		
						TOTAL CLERK'S FEES		1100-341-10-090-001-0-000	$ 62,787.04
INTEREST EARNED FOR THE MONTH OF APRIL 2011								1100-361-11-000-005-0-000	$ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)								1100-341-10-090-007-0-000	$ 371.95
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)								1100-341-10-090-008-0-000	$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00								1100-341-10-000-003-0-000	$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50								1100-341-10-090-002-0-000	$ 383.11
TIME PAYMENT (LGC 133.103) @ $12.50								1100-207-20-000-005-0-000	$ 1,915.53
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00								1100-341-10-090-003-0-000	$ 2,664.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00								1100-207-20-000-001-0-000	$ 2,372.24
MASTER COURT FEES (14.82gFC) @$7.00								1100-341-10-090-004-0-000	$ -
JURY FEES (CCP 102.004) @$30.00								1100-341-10-090-006-0-000	$ 5,201.77
PASSPORT EXECUTION FEE @$25.00								1100-341-10-090-013-0-000	$ 1,550.00
PASSPORT PHOTO FEE @$15.00								1100-341-10-090-014-0-000	$ 245.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00								1100-341-10-090-015-0-000	$ 3,235.00
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)								1100-341-10-090-016-0-000	$ 4,394.69
SHERIFF FEES (CCP 102.011)	$ 20,371.36								
SHERIFF FEES (HCSO)	$ 4,319.28							1100-342-10-090-001-0-000	$ 24,690.64
CONSTABLE FEES(CCP 102.011)					PCT. 1			1100-342-10-291-000-0-000	$ -
					PCT. 2			1100-342-10-292-000-0-000	$ -
					PCT. 3			1100-342-10-293-000-0-000	$ -
					PCT. 4			1100-342-10-294-000-0-000	$ -
					PCT. 5			1100-342-10-295-000-0-000	$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)								1100-351-20-090-001-0-000	$ 27,923.12
FINES (LGC 113.004)								1200-351-10-090-000-0-000	$ 114,119.88
BOND FORFEITURES (CCP 22.16)								1200-352-10-090-001-0-000	$ -
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)								1241-341-10-090-001-0-000	$ 3,372.75
# _____ CIVIL FILINGS X $5.00 = $ 2,641.63									
# _____ FELON. CONV.X $5.00 = $ 731.12									
# _____ MISD.CONV. X $3.00 = $ -									
COUNTY RECORDS PRESERVATION (GC 51.708)								1238-341-10-090-001-0-000	$ 5,602.00
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)								1238-341-20-090-001-0-000	$ 6,350.06
# _____ CIVIL FILINGS X $5.00 = $ 2,922.23									
# _____ CRIM CONV. X $22.50 = $ 3,427.83									
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))								1235-341-10-090-000-0-000	$ 3,287.56
# _____ CIVIL FILINGS X $5.00 = $ 2,913.97									
# - CRIM FILINGS X $2.50 = $ 373.59									
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00								1239-341-10-090-001-0-000	$ 7,712.53
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00								1240-341-10-090-001-0-000	$ 45.00
LAW LIBRARY FEES (LGC 323.023) @$30.00								1247-341-10-090-001-0-000	$ 14,803.39
OTHER COURT FEES:									
CRIMINAL CLERK FEE (CCP ART. 102.005)							$ 6,110.91		
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)							$ 214.00		
CRIME STOPPERS - ADULT PROBATION DEPT.							$ 42.52		
MOTHERS AGAINST DRUNK DRIVING							$ 188.00		
WOMEN TOGETHER EMERGENCY SHELTER							$ -		
ESTRELLA'S HOUSE							$ -		
ATTORNEY AD-LITEM							$ 750.00		
						SUBTOTAL	$ 7,305.43		
						LESS: LAW ENFORCEMENT LAB COSTS	$ (214.00)		
						LESS: CRIME STOPPERS	$ (42.52)		
						LESS: MOTHERS AGAINST DRUNK DRIVING	$ (188.00)		
						LESS: WOMEN TOGETHER EMERGENCY SHELTER	$ -		
						LESS: ESTRELLA'S HOUSE	$ -		
						LESS: ATTORNEY AD-LITEM	$ (750.00)		
						TOTAL OTHER COURT FEES		1100-341-10-090-005-0-000	$ 6,110.91

FOR THE MONTH OF APRIL 2011

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 19,095.38
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 20.00
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 25.00
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ 3.50
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 2.00
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 1.32
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 16.07
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 189.77
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 7.37
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 1.03
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 696.22
TABC: @ $35.00		1100-207-20-000-020-0-000	$ -
P& W: @ $35.00		1100-207-20-000-021-0-000	$ 19.93
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 236.37
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 587.38
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 774.48
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 88.32
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 16 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 448.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 3,937.44
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 2,520.73
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 269.70
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 1,149.71
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 441.03
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 205.55
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 387,121.47
TOTAL CASH RECEIVED			$ 394,736.24

LESS:	AMOUNT PAID TO COUNTY TREASURER	$ 387,121.47
	AMOUNT DUE TO COUNTY TREASURER	$ -
	AMOUNT OVERPAID TO COUNTY TREASURER	$ -
	OTHER DISBURSEMENTS	$ 2,413.00
	TOTAL DISBURSEMENTS	$ 389,534.47
	NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT	$ 5,201.77

PROOF:

AMOUNT RECEIVED:		$ 5,097.25
AMOUNT LIQ.:		$ (1,128.00)
PARTIAL PAYMENT:	DISTRICT & FAMILY LAW CASES	$ 38.00
PARTIAL PAYMENT:	OTHER THAN DIVORCE/FAMILY LAW CASES	$ -
PARTIAL PAYMENT:	INDIGENT LEGAL SERVICE FEE	$ -
CRIME STOPPERS (ADULT PROBATION):		$ 42.52
LAW ENFORCEMENT LAB COSTS (DPS):		$ 214.00
MOTHERS AGAINST DRUNK DRIVING		$ 188.00
WOMEN TOGETHER EMERGENCY SHELTER		$ -
ESTRELLA'S HOUSE		$ -
ATTORNEY AD-LITEM		$ 750.00
ADULT PROBATION:		$ -
SHORTAGE/OVERAGE		$ -
NET AMOUNT		$ 5,201.77

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF APRIL 2011

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	04/12/11	38622	$ 11,973.00	145847
CIVIL2)	04/14/11	38639	$ 60,943.14	145842
CIVIL3)	04/20/11	38662	$ 50,815.33	145943
CIVIL4)	05/02/11	38670	$ 36,541.66	146285
CIVIL5)	5/5/11	0 38679	$ 41,430.00	~~0~~ 146342
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	04/12/11	38623	$ 10,338.00	145846
CRM2)	04/14/11	38638	$ 22,785.00	145844
CRM3)	04/14/11	38637	$ 15,502.50	145845
CRM4)	04/20/11	38664	$ 24,259.75	145945
CRM5)	04/20/11	38663	$ 18,500.59	145944
CRM6)	05/02/11	38672	$ 40,635.50	146287
CRM7)	05/02/11	38671	$ 3,346.50	146289
CRM8)	05/02/11	38669	$ 33,454.00	146291
CRM9)	5/5/11	38678	$ 16,596.50	~~0~~ 146343
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			**$ 387,121.47**	

PREPARED BY: V. Dmzalez 5/4/11
BOOKKEEPER DATE

REVIEWED BY: [signature] 5/4/11
ACCOUNTANT DATE

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

[signature] 5/4/2011
INTERNAL AUDIT

[signature] 5/4/11
DISTRICT CLERK SIGNATURE DATE

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

COUNTY AUDITOR'S FORM ARS-DC-002, 01/2006

AI-26574 **5.B.**

D.A. Checks Processing Fee Report - April 2011

CC CONSENT

Date:	05/17/2011
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Attorney:
Approval of April 2011 Processing Fees Report.

BACKGROUND

D.A. Checks Processing Fee Report - April 2011

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

Link: DAHC042011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/10/2011 01:48 PM	APRV
2	Sylvia Solis	Sylvia Solis	05/10/2011 03:20 PM	APRV
3	Auditor's Office	Arcilia Duran	05/11/2011 05:33 PM	APRV

Form Started By: Roy Cazares — Started On: 05/10/2011 10:32 AM

Final Approval Date: 05/11/2011

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED April 29, 2011

MONIES RECEIVED

BEGINNING RECEIPT #	89126	ENDING RECEIPT #	89507

TOTAL RECEIPTS FOR THIS MONTH:	382
TOTAL RECEIPTS VOIDED THIS MONTH:	3

Restitution Collected This Month *PC Ch. 32.41 (e)*	$179,006.71
Court Costs Collected This Month *CCP Art. 102.0071*	21,115.75
Processing Fees Collected This Month *CCP Art. 102.007 (c)*	18,751.06
Merchant Fees Collected This Month *BCC Ch. 3.506 (b)*	6,010.00
Overpayments/Refunds for This Month	682.67
Interest Earned on Bank Acct. *LGC 113.021 (c)*	0.00
Total Collections for This Month	$225,566.19

DISBURSEMENTS

BEGINNING CHECK #	183612	ENDING CHECK #	183928

TOTAL CHECKS FOR THIS MONTH:	317
TOTAL CHECKS VOIDED THIS MONTH:	0

Restitution Disbursed This Month	$179,038.95
Court Costs Disbursed This Month	21,115.75
Processing Fees Disbursed- County Treasurer	18,751.06
Merchant Fees Disbursed This Month	6,010.00
Refunds of Overpayments to Defendants	650.43
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$225,566.19

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

Hidalgo County Criminal District Attorney — Date: 5/2/11

Prepared By — Date: 5-2-11

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

AI-26599 **6.A.**

Tax Office Refunds

CC CONSENT

Date:	05/17/2011
Submitted By:	Hilda Fuentes, TAX OFFICE
Submitted For:	Hilda Fuentes
Department:	TAX OFFICE
Agenda Category:	Tax Refunds

Information

CAPTION

Acct#	Payer	Amt
A2681.00.000.0014.00	Corelogic/Phh Mortgage	$3089.94
C8950.00.000.0006.00	Corelogic/Homeselect	$5825.62
L1100.01.003.0053.02	First National Bank	$2531.76
L3392.00.000.0043.00	Pena Juan M & Diamantina G	$4408.09
L5330.01.000.0040.00	A Fidelity National Financial Company	$3293.31
M4932.99.000.0001.00	Tractor Supply Co Of Texas Lp	$10889.07
T1045.00.000.0003.00	Bac Tax Service	$4119.80

BACKGROUND

Fiscal Impact

Attachments

Link: frnt pg
Link: accts pg
Link: corelogic
Link: corelogic home s
Link: first
Link: pena
Link: a fidelity
Link: tractor supply
Link: bac

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 10:49 AM	APRV
2	Roland Garcia	Rolando Garcia	05/12/2011 08:40 AM	APRV
3	Auditor's Office	Arcilia Duran	05/12/2011 10:57 AM	APRV

Form Started By: Hilda Fuentes — Started On: 05/11/2011 09:53 AM

Final Approval Date: 05/12/2011

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

May 10, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

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

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

When completed, please return the attached to this office.

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

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
1. A2681.00.000.0014.00	CORELOGIC/PHH MORTGAGE	$ 3,089.94
2.C8950.00.000.0006.00	CORELOGIC/HOMESELECT	$ 5,825.62
3.L1100.01.003.0053.02	FIRST NATIONAL BANK	$ 2,531.76
4.L3392.00.000.0043.00	PENA JUAN M & DIAMANTINA G	$ 4,408.09
5.L5330.01.000.0040.00	A FIDELITY NATIONAL FINANCIAL COMPA	$ 3,293.31
6.M4932.99.000.0001.00	TRACTOR SUPPLY CO OF TEXAS LP	$ 10,889.07
7.T1045.00.000.0003.00	BAC TAX SERVICE	$ 4,119.80

010311139

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

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

Print Date: 12/22/2010

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-6-11

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number
A2681-00-000-0014-00
HCAD No. 665657

Legal Description of the Property
ALMON ESTATES LOT 14

3000 YELLOWHAMMER ST

OWNER: BARRERA MARCUS & VELMA

2010 OVERAGE AMOUNT $3,089.94

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

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: CORELOGIC C/O PHH MORTGAGE	Relationship to Property Owner: MORTGAGE SERVICER
	Mailing Address: P.O. Box 961250	Daytime Telephone Number: 817-699-3933
	City, State, Zip Code: Ft. WORTH, TX 76161	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	$ 3,089.94
	Total tax, penalty, and interest amount owed for the year	PROVIDED IF ANY
	Amount of refund claimed	$ 3,089.94
Step 5: How should the refund be processed?	Mail to Property Owner	
	✓ Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Kourtney Rozier Agent c/o Corelogic	Date of application 3-15-11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By:	Date: 5/10/11
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By:	Date: 4/12/11

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

.1.13

010311|81

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

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

Print Date: 12/22/2010

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CAR 5-5-11

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number
C8950-00-000-0006-00
HCAD No. 154794

Legal Description of the Property
COUNTRY CLUB TERRACE LOT 6

2108 S AUGUSTA SQ

OWNER: GRAF DEAN A & TAMMIE B

2010 OVERAGE AMOUNT $5,825.62

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

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: CORELOGIC c/o Homeselect	Relationship to Property Owner: Mortgage Servicer
	Mailing Address: P.O. Box 961250	Daytime Telephone Number: 817-699-3933
	City, State, Zip Code: Ft. Worth, TX 76161	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account	
	☑ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	$5,825.62
	Total tax, penalty, and interest amount owed for the year	PROVIDED IF ANY
	Amount of refund claimed	$5,825.62
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	☑ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Kourtney Roopish - Agent c/o Corelogic	Date of application: 3-28-11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 5/10/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 4/5/11

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

4/13
.1.13

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

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

Print Date: 11/12/2010

Payee:
FIRST NATIONAL BANK
P.O. BOX 810
EDINBURG, TX 78540

Account Number
L1100-01-003-0053-02
HCAD No. 209620

Legal Description of the Property
LA HOMA RANCH #1 3.95 AC-4.11 AC -E 5 AC LOT 53 BLK 3 3.95 AC
MILE 5 RD & MOOREFIELD
OWNER: GONZALEZ ARNULFO & EMMA
Avem LLC

2010 OVERAGE AMOUNT $2,531.76

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 49: LA JOYA ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name FIRST **NATIONAL BANK**	Relationship to Property Owner **LIEN HOLDER**
	Mailing Address **PO BOX 810**	Daytime Telephone Number **956-380-5288**
	City, State, Zip Code **EDINBURG TX 78540**	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year **2010** and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account **X**
		Duplicate payment
		Paid in error (explain)
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer **$10,667.95**	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed **$2,531.76**	
Step 5: How should the refund be processed?		Mail to Property Owner
		Mail to Payer at address in Step 1 **X**
		Transfer this amount to account For tax year
		Escrow for next year's taxes
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Deborah Barrera	Date of application 4-18-2011
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 5/10/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 4/28/11

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PD 5-9-11 LCS 5/10/11

4/28

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

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

Print Date: 01/05/2011

PENA, JUAN M. & DIAMANTINA G.
308 W. TULIP AVE.
MCALLEN, TX 78504

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-6-11

Account Number L3392-00-000-0043-00 HCAD No. 685642
Legal Description of the Property Las Villitas Lot 43 521 E SANDYHILLS AVE OWNER: PENA DIAMANTINA G

2010 OVERAGE AMOUNT $4,408.09

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Diamantina G. Peña	Relationship to Property Owner: owner
	Mailing Address: 308 Tulip Ave.	Daytime Telephone Number: 956-330-0453
	City, State, Zip Code: McAllen, TX 78504	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account
		Duplicate payment
	X	Paid in error (explain) These taxes are paid by mortgage Company
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer $4,408.09	
	Total tax, penalty, and interest amount owed for the year N/A	
	Amount of refund claimed $4,408.09	
Step 5: How should the refund be processed?		Mail to Property Owner
	X	Mail to Payer at address in Step 1
		Transfer this amount to account — For tax year
		Escrow for next year 's taxes
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Diamantina G. Peña	Date of application: 3/18/11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 5/10/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 4/5/11

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

4/13

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

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

Print Date: 12/20/2010

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CR 5-6-11

A FIDELITY NATIONAL FINANCIAL COMPANY
TAX SERVICES
3100 NEW YORK DR STE 100
PASADENA , CA 91107

Account Number
L5330-01-000-0040-00
HCAD No. 623876

Legal Description of the Property
LOMA VERDE PH 1, SHARYLAND PLANTATION VILLAGE LOT 40

3311 SAN ESTEBAN CT

OWNER: DAMKEN JOSE A & MARISOL

2010 OVERAGE AMOUNT $3,293.31

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name BANKUNITED		Relationship to Property Owner MORTGAGEE
	Mailing Address 7815 NW 148 ST		Daytime Telephone Number
	City, State, Zip Code MIAMI LAKES, FL 33016		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account	
	X	Duplicate payment - BANKUNITED & VALLEY TITLE CO. PAID	
		Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer		3,293.31
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		
Step 5: How should the refund be processed?	X	Mail to Property Owner	
		Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE Brad Mills		Date of application 04/06/11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 5/10/11
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 4/12/10

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

4/13

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
TRACTOR SUPPLY CO OF TEXAS LP / TRACTOR SUPPLY CO OF TEXAS LP#1104

Present mailing address *(number and street)*
200 POWELL PLACE

City, town or post office, state, ZIP code
BRENTWOOD, TN 37027

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): INVENTORY FURNITURE FIXTURES & EQUIPMENT

Step 2: Describe the property

AT 1501 W EXPWY 83/NEW ACCT 2007

Address or location of property:

770342

Account number of property: M4932.99.000.0001.00

Tax receipt number: OR 17748522

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	01/25 / 2011	$ 35,536.30	$ 10,889.07
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 10,889.07

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#11

SUBMITTED/ ENTERED WRONG

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature — Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-3-11

sign here — Authorized officer — Date 5/10/11

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 4/21/11

9/28

Ln#23888789

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

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

Print Date: 12/13/2010

Account Number
T1045-00-000-0003-00 4
HCAD No. 663906 4
Legal Description of the Property
TAYLOR TERRACE LOT 3
5128 JASMINE CT
OWNER: BROWN WALTER R Sec of Veterans Affairs

Payer:
BAC TAX SERVICES 4
1757 TAPO CANYON ROAD
SIMI VALLEY , CA 93063

2010 OVERAGE AMOUNT **$4,119.80** 4

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Na BAC Tax Services Corporation 4 CA6-913-LB-01 P.O. Box 10211 Ma Van Nuys CA 91499-6089 City 866-882-2863 Ext 3481	Relationship to Property Owner: Mtg Co. Daytime Telephone Number: 1-972-526-3485
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 4 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	~~X~~ Overpaid the account ✓ Duplicate payment made in error. Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer Total tax, penalty, and interest amount owed for the year Amount of refund claimed	
Step 5: How should the refund be processed?	Mail to Property Owner ✓ ~~Mail to Payer at address in Step 1~~ Transfer this amount to account For tax year Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct **SIGN HERE** Susan Logue Date of application 3-7-11 **If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10**	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By: [signature] Date: 5/10/11	
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By: [signature] Date: 4/21/11	

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

AUDITED BY THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PM 5-9-11
DC 5/10/11

4/28

AI-26606 **6.B.**

Tax Office Refunds

CC CONSENT

Date:	05/17/2011
Submitted By:	Hilda Fuentes, TAX OFFICE
Submitted For:	Hilda Fuentes
Department:	TAX OFFICE
Agenda Category:	Tax Refunds

Information

CAPTION

Accts	Payer	Amt
I4044.00.000.0030.00	Corelogic	$3679.73
J1840.00.000.0001.00	corelogic ocwen	$2734.22
T6266.01.000.0047.00	Bac	$3699.42

BACKGROUND

Fiscal Impact

Attachments

Link: frnt pg

Link: accts pg

Link: corelogic

Link: corelogic ocwen

Link: bac

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 10:51 AM	APRV
2	Roland Garcia	Rolando Garcia	05/12/2011 08:43 AM	APRV
3	Auditor's Office	Arcilia Duran	05/12/2011 10:57 AM	APRV

Form Started By: Hilda Fuentes — Started On: 05/11/2011 10:38 AM

Final Approval Date: 05/12/2011

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

May 10, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

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

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

When completed, please return the attached to this office.

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

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
1.I4044.00.000.0030.00	CORELOGIC/OCWEN	$ 3,679.73
2.J1840.00.000.0001.00	CORELOGIC/OCWEN	$ 2,734.22
3.T6266.01.000.0047.00	BAC TAX SERVICE	$ 3,699.42

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

010311 001

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

Print Date: 12/22/2010

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-4-11

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number
I4044-00-000-0030-00
HCAD No. 661066

Legal Description of the Property
INSPIRATION ACRES LOT 30

1908 LEANDRO ST

OWNER: ROCHA ROSA MARIA

2010 OVERAGE AMOUNT $3,679.73

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 49: LA JOYA ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Corelogic, c/o Owner	Relationship to Property Owner: paying taxes on behalf of mortgage Co.
	Mailing Address: PO Box 961250	Daytime Telephone Number: 817-699-3647
	City, State, Zip Code: Fort Worth, TX 76161-0250	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	Corelogic, c/o owner paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account	
	☒ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	3679.73
	Total tax, penalty, and interest amount owed for the year	please provide, if any
	Amount of refund claimed	
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	☒ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Becky Reichenberger, c/o Corelogic	Date of application 3/25/11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 5/5/11
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By:	Date: 4/15/11

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

4/13
.1.13

010311 003

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

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

Print Date: 12/22/2010

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3/11

Account Number
J1840-00-000-0001-00
HCAD No. 549527

Legal Description of the Property
J. S. LOT 1

12940 N SHARY RD

OWNER: VELA JANIE

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

2010 OVERAGE AMOUNT $2,734.22

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 5: EMERGENCY SERV DISTRICT #3, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name Corelogic, c/o owner		Relationship to Property Owner paying taxes on behalf of mortgage Co.
	Mailing Address PO Box 961250		Daytime Telephone Number 817-699-3647
	City, State, Zip Code Fort Worth, TX 76161-0250		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	Corelogic, c/o owner $paid the taxes for year 2010 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account	
	X	Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer		3858.20
	Total tax, penalty, and interest amount owed for the year		please provide, if any
	Amount of refund claimed		
Step 5: How should the refund be processed?		Mail to Property Owner	
	X	Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE Becky Reichenberger, c/o Corelogic		Date of application 3/25/11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	☒ Approved	☐ Denied	By: _____ Date: 5/5/11
TAX OFFICE USE ONLY:	☒ Approved	☐ Denied	By: _____ Date: 4/5/11

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

4/13
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ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

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

14740726

Print Date: 12/13/2010

..ITED BY: THE HIDALGO
:UNTY AUDITOR'S OFFICE
TE: CK 5-3-11
YC 5/5/11

BAC TAX SERVICES
1757 TAPO CANYON ROAD
SIMI VALLEY , CA 93063

Account Number T6266-01-000-0047-00 HCAD No. 694563
Legal Description of the Property TOWER LANDING PH I LOT 47 523 ROBERT LN OWNER: HERRERA RANDY & RUBY

2010 OVERAGE AMOUNT $3,699.42

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Bank of America BAC Tax Services Corporation	Relationship to Property Owner
	Mailing Address	MS: CA6-913-LB-01 P.O. Box 10211	Daytime Telephone Number 9725266450
	City, State, Zip Code	Van Nuys, CA 91409-0089	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account	
	✓	Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer		3699.42
	Total tax, penalty, and interest amount owed for the year		3699.42
	Amount of refund claimed		3699.42
Step 5: How should the refund be processed?		Mail to Property Owner	
	✓	Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE		Date of application 4/6/11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 5/8/11
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 4/12/2011

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

4/13

AI-26586 **7.A.**

STATE BAR OF TEXAS MEMBERSHIP DUES
CC CONSENT

Date: 05/17/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Patti Loya
Department: BUDGET & MANAGEMENT
Agenda Category: Membership Dues

Information

CAPTION

Public Defenders:
Approval to pay the 2011 membership dues to the State Bar of Texas for the following attorneys, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor:

ATTORNEY	AMOUNT
Sofia Kamal	$235.00
Daniel Elijah Vargas	$68.00
Jennifer Annette Narvaez	$235.00
Jaime Eduardo Gonzalez	$235.00
Francisco Guerrero II	$235.00
Shannon Leigh Barnett-Holubar	$148.00
Jose Luis Bravo	$235.00
TOTAL	**$1,391.00**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-30-085-003-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 05/10/11, refer to Req #00195244.

Attachments

Link: Affidavit & Renewal Notices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 09:44 AM	APRV
2	Erika Zamora	Erika Zamora	05/12/2011 11:09 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Sylvia Solis Started On: 05/10/2011 04:17 PM

Totals for MS. SOFIA KAMAL (2011-2012)

DUE BY JUNE 1, 2011

1	**Required State Bar Dues for Fiscal 2011-2012**	$235.00
2	**Optional Section Membership Renewals**	$10.00
	TOTAL RENEWAL FEES	$245.00
3	**Voluntary Access To Justice Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Equal Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
4	**Total State Bar Payment:** Total Renewal Fees with ATJ contribution.....	$395.00
	Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	☒ $245.00

☐ I certify that if I am not in IOLTA compliance, I will update my status at www.texasbarcle.com.

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

☐ Visa ☐ MasterCard

____/____/____/____

Credit Card Number

Expiration Date __/__

Signature

$

Amount Authorized

0139703 24043746 0 024743 0 039500 024500

DUES STATEMENT

34943

The State Bar of Texas
2011-2012 Membership Statement

Read The Important Message at Right

MR. DANIEL ELIJAH VARGAS
HIDALGO COUNTY PUBLIC DEFENDERS
1615 S. CLOSNER, STE. B
EDINBURG, TX 78539-6362

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to contribute an amount other than the suggested $150, complete side two of the enclosed Change Form by bubbling in your ATJ contribution amount in the box provided. If you do not wish to contribute, place an X in the box next to the renewal fee amount that does not include the ATJ Contribution.

Directions For Completing Your 2011-2012 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the appropriate box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided. **DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE.** ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2011. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2011 or 100% after Nov. 30, 2011.)

Totals for MR. DANIEL ELIJAH VARGAS (2011-2012)

DUE BY JUNE 1, 2011	
❶ **Required State Bar Dues for Fiscal 2011-2012**	$68.00
❷ **Optional Section Membership Renewals**	$0.00
TOTAL RENEWAL FEES	$68.00
❸ **Voluntary Access To Justice Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Equal Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:** Total Renewal Fees with ATJ contribution.....	$218.00
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	☐ $68.00

☐ I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

☐ Visa ☐ MasterCard

____/____/____/____
Credit Card Number

Expiration Date __/__

Signature

$ _____
Amount Authorized

0171097 24072403 0 046790 0 021800 006800

DUES STATEMENT

The State Bar of Texas
2011-2012 Membership Statement

69064

Read The Important Message at Right

MS. JENNIFER ANNETTE NARVAEZ
4605 HAVERHILL
CORPUS CHRISTI, TX 78411-4937

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to contribute an amount other than the suggested $150, complete side two of the enclosed Change Form by bubbling in your ATJ contribution amount in the box provided. If you do not wish to contribute, place an X in the box next to the renewal fee amount that does not include the ATJ Contribution.

Directions For Completing Your 2011-2012 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the appropriate box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided. **DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE.** ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2011. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2011 or 100% after Nov. 30, 2011.)

Totals for MS. JENNIFER ANNETTE NARVAEZ (2011-2012)

DUE BY JUNE 1, 2011	
❶ **Required State Bar Dues for Fiscal 2011-2012**	$235.00
❷ Optional Section Membership Renewals	$0.00
TOTAL RENEWAL FEES	**$235.00**
❸ **Voluntary Access To Justice Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Equal Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:** Total Renewal Fees with ATJ contribution.....	**$385.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	❑ $235.00

❑ I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

____/____/____/____
Credit Card Number

Expiration Date __/__

Signature

$ _____
Amount Authorized

0137520 24041563 0 023236 0 038500 023500

DUES STATEMENT

The State Bar of Texas
2011-2012 Membership Statement

35006

Read The Important Message at Right

MR. JAIME EDUARDO GONZALEZ
3128 SCOTLAND DR APT 1
EDINBURG, TX 78539-2254

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to contribute an amount other than the suggested $150, complete side two of the enclosed Change Form by bubbling in your ATJ contribution amount in the box provided. If you do not wish to contribute, place an X in the box next to the renewal fee amount that does not include the ATJ Contribution.

Directions For Completing Your 2011-2012 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the appropriate box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided. **DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE.** ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2011. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2011 or 100% after Nov. 30, 2011.)

Totals for MR. JAIME EDUARDO GONZALEZ (2011-2012)

DUE BY JUNE 1, 2011	
❶ **Required State Bar Dues for Fiscal 2011-2012**	$235.00
❷ **Optional Section Membership Renewals**	$0.00
TOTAL RENEWAL FEES	**$235.00**
❸ **Voluntary Access To Justice Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Equal Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:** Total Renewal Fees with ATJ contribution.....	**$385.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	❑ $235.00

❑ I certify that if I am not in IOLTA compliance, I will update my status at www.texasbarcf.org.

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

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Credit Card Number

Expiration Date _ _ /_ _

Signature

$
Amount Authorized

0132611 24036654 0 019485 0 038500 023500

DUES STATEMENT

The State Bar of Texas
2011-2012 Membership Statement

34981

Read The Important Message at Right

MR. FRANCISCO GUERRERO, II
PUBLIC DEFENDER
1615 S. CLOSNER STE. B
EDINBURG, TX 78539-6362

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to contribute an amount other than the suggested $150, complete side two of the enclosed Change Form by bubbling in your ATJ contribution amount in the box provided. If you do not wish to contribute, place an X in the box next to the renewal fee amount that does not include the ATJ Contribution.

Directions For Completing Your 2011-2012 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the appropriate box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided. **DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE.** ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

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STEP 4: Updating Your Demographic Information?

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Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2011. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2011 or 100% after Nov. 30, 2011.)

Totals for MR. FRANCISCO GUERRERO, II (2011-2012)

DUE BY JUNE 1, 2011	
❶ **Required State Bar Dues for Fiscal 2011-2012**	$235.00
❷ **Optional Section Membership Renewals**	$0.00
TOTAL RENEWAL FEES	$235.00
❸ **Voluntary Access To Justice Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Equal Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:** Total Renewal Fees with ATJ contribution.....	$385.00
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	❑ $235.00

❑ I certify that if I am not in IOLTA compliance, I will update my status at www.texasbarfoundation.org.

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _

Credit Card Number

Expiration Date _ _ /_ _

Signature

$ _____

Amount Authorized

0143545 24047588 0 028002 0 038500 023500

DUES STATEMENT

The State Bar of Texas
2011-2012 Membership Statement

69421

Read The Important Message at Right

SHANNON LEIGH BARNETT-HOLUBAR
2015 FAIR OAKS DR.
MISSION, TX 78574-2000

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to contribute an amount other than the suggested $150, complete side two of the enclosed Change Form by bubbling in your ATJ contribution amount in the box provided. If you do not wish to contribute, place an X in the box next to the renewal fee amount that does not include the ATJ Contribution.

Directions For Completing Your 2011-2012 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

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STEP 4: Updating Your Demographic Information?

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Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2011. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2011 or 100% after Nov. 30, 2011.)

Totals for SHANNON LEIGH BARNETT-HOLUBAR (2011-2012)

DUE BY JUNE 1, 2011	
❶ **Required State Bar Dues for Fiscal 2011-2012**	$148.00
❷ Optional Section Membership Renewals	$0.00
TOTAL RENEWAL FEES	**$148.00**
❸ **Voluntary Access To Justice Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Equal Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:** Total Renewal Fees with ATJ contribution.....	**$298.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	❑ $148.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

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See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

____/____/____/____

Credit Card Number

Expiration Date __/__

Signature

$ _____
Amount Authorized

0155385 24056715 0 035250 0 029800 014800

DUES STATEMENT

The State Bar of Texas
2011-2012 Membership Statement

69392

Read The Important Message at Right

MR. JOSE LUIS BRAVO
1228 S. ORCHID
PHARR, TX 78577-6132

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to contribute an amount other than the suggested $150, complete side two of the enclosed Change Form by bubbling in your ATJ contribution amount in the box provided. If you do not wish to contribute, place an X in the box next to the renewal fee amount that does not include the ATJ Contribution.

Directions For Completing Your 2011-2012 Membership Form

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Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2011. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2011 or 100% after Nov. 30, 2011.)

Totals for MR. JOSE LUIS BRAVO (2011-2012)

DUE BY JUNE 1, 2011	
❶ **Required State Bar Dues for Fiscal 2011-2012**	$235.00
❷ Optional Section Membership Renewals	$0.00
TOTAL RENEWAL FEES	**$235.00**
❸ **Voluntary Access To Justice Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Equal Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:** **Total Renewal Fees with ATJ contribution.....**	**$385.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	❑ $235.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _
Credit Card Number

Expiration Date _ _ /_ _

Signature

$
Amount Authorized

0134738 24038781 0 021094 0 038500 023500

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, JOSE LUIS BRAVO, do hereby state that my membership in the THE STATE BAR OF TEXAS 2011-2012 MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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

SIGNATURE: Jose Bravo DATE: 5/9/11

TITLE: 1st Assistant Public Defender

Before me Patricia G. Loya, a Notary Public, appeared J JOSE LUIS BRAVO, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) PATRICIA G. LOYA Notary Public, State of Texas My Commission Expires March 13, 2012

Patricia G. Loya

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

DEPARTMENT HEAD APPROVAL

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, JENNIFER ANNETTE NARVAEZ, do hereby state that my membership in the THE STATE BAR OF TEXAS 2011-2012 MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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

SIGNATURE: _____ DATE: 5/10/11

TITLE: Assistant Public Defender

Before me Patricia G. Loya, a Notary Public, appeared JENNIFER ANNETTE NARVAEZ, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

_____
DEPARTMENT HEAD APPROVAL

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, DANIEL ELIJAH VARGAS, do hereby state that my membership in the THE STATE BAR OF TEXAS 2011-2012 MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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

SIGNATURE: _____ DATE: 9 May 2011

TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared DANIEL ELIJAH VARGAS, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

_____
DEPARTMENT HEAD APPROVAL

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, JAIME EDUARDO GONZALEZ, do hereby state that my membership in the THE STATE BAR OF TEXAS 2011-2012 MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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

SIGNATURE: _____ DATE: 5/9/11

TITLE: CHIEF PUBLIC DEFENDER

Jaime Eduardo Gonzalez

Before me Patricia G. Loya, a Notary Public, appeared ~~Francisco Guerrero II~~ JS, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

DEPARTMENT HEAD APPROVAL

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, SOFIA KAMAL, do hereby state that my membership in the THE STATE BAR OF TEXAS 2011-2012 MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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

SIGNATURE: Sofia Kamal DATE: 5/9/11

TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared SOFIA KAMAL, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

Jose Bravo
DEPARTMENT HEAD APPROVAL

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, SHANNON LEIGH BARNETT-HOLUBAR, do hereby state that my membership in the THE STATE BAR OF TEXAS 2011-2012 MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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

SIGNATURE: _____ DATE: 5/9/11

TITLE: Assistant Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared SHANNON LEIGH BARNETT-HOLUBAR, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

Jose Bravo
DEPARTMENT HEAD APPROVAL

TO THE COUNTY AUDITOR

AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, FRANCISCO GUERRERO II, do hereby state that my membership in the THE STATE BAR OF TEXAS 2011-2012 MEMBERSHIP on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

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

SIGNATURE: _____ DATE: 5/10/11

TITLE: Asst. Public Defender

Before me Patricia G. Loya, a Notary Public, appeared Francisco Guerrero II, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

_____
DEPARTMENT HEAD APPROVAL

AI-26566 **7.B.**

County Court At Law #3 - Court Interpreter License Renewal

CC CONSENT

Date:	05/17/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Lydia Barrientes
Department:	BUDGET & MANAGEMENT
Agenda Category:	Membership Dues

Information

CAPTION

County Court At Law #3 (Probate Court):
Requesting approval to pay the 2011 Court Interpreters license renewal in the amount of $75.00 to the Texas Dept. of Licensing & Regulation for Oscar De La Cruz, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-023-001-0-811

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

BUDGETARY IMPACT:

Funds available in p.o.# 657350 as of 05/12/2011.

Attachments

Link: Affidavit & Renewal Notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/10/2011 01:38 PM	APRV
2	Budget & Management	Erika Zamora	05/10/2011 01:39 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/12/2011 12:36 PM	APRV
4	Auditor's Office	Arcilia Duran	05/12/2011 02:35 PM	APRV

Form Started By: Sylvia Solis Started On: 05/09/2011 04:35 PM

Final Approval Date: 05/12/2011

FEE	RECEIPT NUMBER	PMT. AMOUNT	MONEY TYPE
Renewal Fee			

DO NOT WRITE IN THE FEE AREA IMMEDIATELY ABOVE

Licensed Court Interpreter

Renewal

TEXAS DEPARTMENT OF
LICENSING AND REGULATION
P.O. Box 12157 - Austin, Texas 78711-2157
(800) 803-9202 - (512) 463-6599

OSCAR DE LA CRUZ
HIDALGO COUNTY PROBATE COURT
100 N CLOSNER BLVD FL 3
EDINBURG TX 78539-3523

TDLR IDNO: 10052955

License# 295

Your Court Interpreter license will expire on MARCH 31 2011. To renew this license you must return this completed renewal application with the appropriate fee as described below.

POSTMARK DATE	REQUIRED FEE
On or before MARCH 31 2011	$50.00
After MARCH 31 2011 but before JUNE 30 2011	$75.00
After JUNE 30 2011 but before MARCH 31 2012	$101.00

After MARCH 31 2012 you will not be able to renew this license and must file an original application and meet all of the requirements for a new license (including examination) to regain your license.

Agency records reflect the information below. Please correct this information as appropriate.

BUSINESS LOCATION ADDRESS	MAILING ADDRESS
	HIDALGO COUNTY PROBATE COURT 100 N CLOSNER BLVD FL 3 EDINBURG TX 78539-3523
Daytime Telephone: (956) 318 – 2385	Email:

Agency rules require that you provide the following information in conjunction with your renewal.

Have you been convicted of, or plead guilty or nolo contendere (no contest) to any misdemeanor or felony, other than a minor traffic violation that you have not previously reported to the Department? YES (NO) (circle one)

If you answered yes, provide copies of all indictments, informations, judgments, orders and charges, and a detailed explanation of the events.

8 HOURS OF CONTINUING EDUCATION IS REQUIRED TO RENEW THIS LICENSE.

BY SUBMITTING THIS APPLICATION YOU CERTIFY ALL INFORMATION SUBMITTED ON THIS AND ATTACHED FORMS IS TRUE AND ACCURATE.

NOTE: State law prohibits renewing a license more than once after a licensee has defaulted on a student loan guaranteed by the **Texas Guaranteed Student Loan Corporation (TGSLC)** unless the licensee has entered into a repayment agreement with TGSLC. YOU SHOULD CONTACT TGSLC BEFORE FILING THIS APPLICATION if you have defaulted on a student loan. The Texas Guaranteed Student Loan Corporation can be contacted at: **Texas Guaranteed Student Loan Corporation, P.O. Box 15996, Austin, Texas 78761-5996, Telephone: (800) 222-6297.**

THE AREA BELOW THIS LINE IS FOR DEPARTMENT USE ONLY

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, OSCAR DE LA CRUZ, do hereby state that my membership in the TEXAS DEPARTMENT OF LICENSING AND REGULATION on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: MAY 6, 2011

TITLE: BAILIFF/ INTERPRETER

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

NOTARY PUBLIC
STATE OF TEXAS
LYDIA BARRIENTES
MY COMMISSION EXPIRES
July 1, 2013

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

AI-26587 **8.A.**

Approval of contracts - Home Rehab program
CC CONSENT

Date:	05/17/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Irene Montoya
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the approval of completed and signed contracts for the following contractors: Hugo De Leon d/b/a De Leon Contruction in the amount of $132,779.99 and Rene Garza d/b/a G&G Contractors in the amount of $129,170.00. The award of bids was approved on April 12, 2011 for the demolition and reconstruction for the following families.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court on February 8, 2011, January 18, 2011 and November 30, 2010. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, March 30, 2011.

Fiscal Impact

Attachments

Link: rehab contract - Presas

Link: Guzman

Link: Guerra

Link: Bernal

Link: Barco

Link: Acevedo

Link: bid tabulation

Link: insurance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 08:25 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/12/2011 09:35 AM	APRV
3	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Estella Webber — Started On: 05/10/2011 04:22 PM

Final Approval Date: 05/12/2011

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **April 15, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Elisa Presas**

BORROWER'S ADDRESS: **P.O. Box 1094, Mercedes, TX 78570**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Hugo De Leon d/b/a DE LEON CONSTRUCTION**

CONTRACTOR'S ADDRESS: **P.O. Box 1536, Mission, TX 78572**

NOTE:

$41,890.00 Mechanic's Lien Note dated **April 15, 2011**, executed by Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **April 15, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **April 15, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$41,890.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

Elisa Presas

CONTRACTOR'S SIGNATURE:

Hugo De Leon
d/b/a DE LEON CONSTRUCTION

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Elisa Presas** of HIDALGO COUNTY, on **April 15, 2011.**



NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Hugo De Leon d/b/a DE LEON CONSTRUCTION** on **April 15, 2011.**



NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **April 15, 2011.**

NOTARY PUBLIC, STATE OF TEXAS



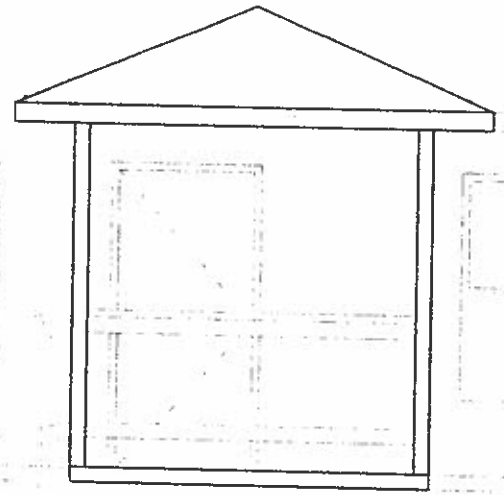
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of the North 50 feet of Lots 84, 85, 86, 87, 88 & 89, Heidelberg Original Townsite, Hidalgo County, Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

PRESAS RESIDENCE

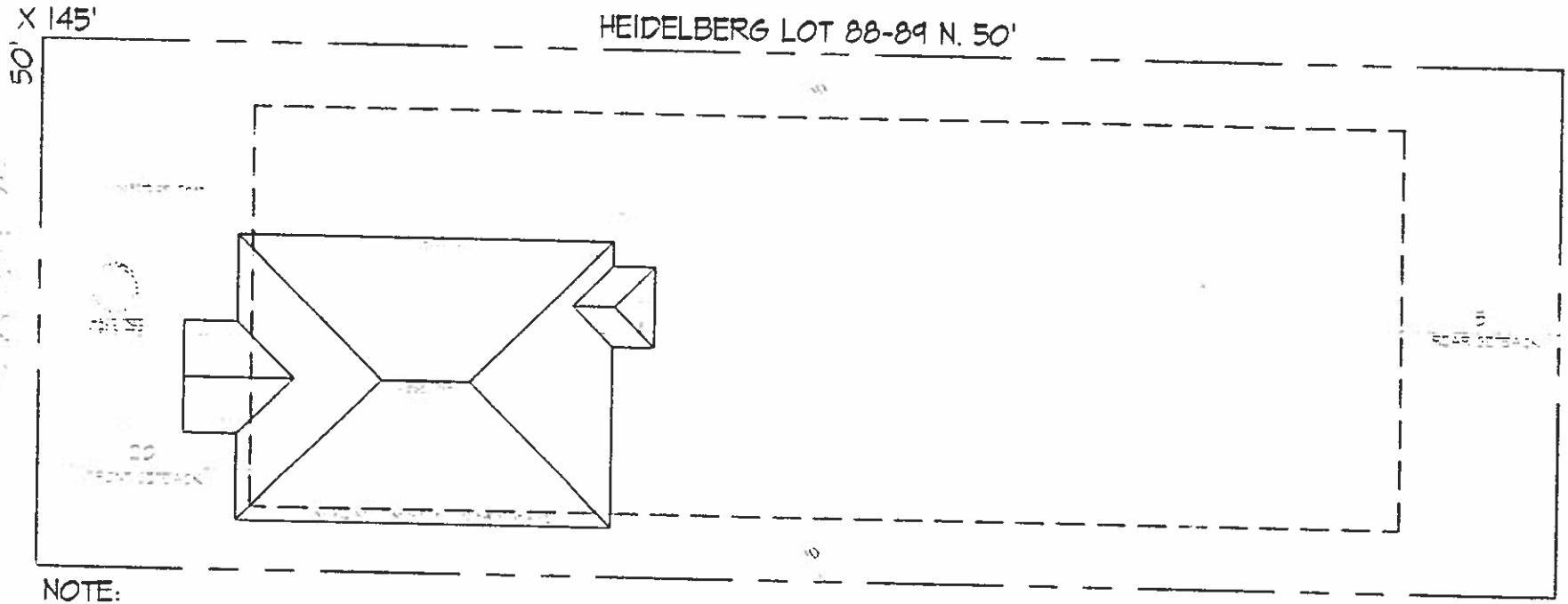


Elisa P. Presas

URBAN COUNTY PROGRAM

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM



NOTE:

Please verify with city/county on setbacks and for any requirements regarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.

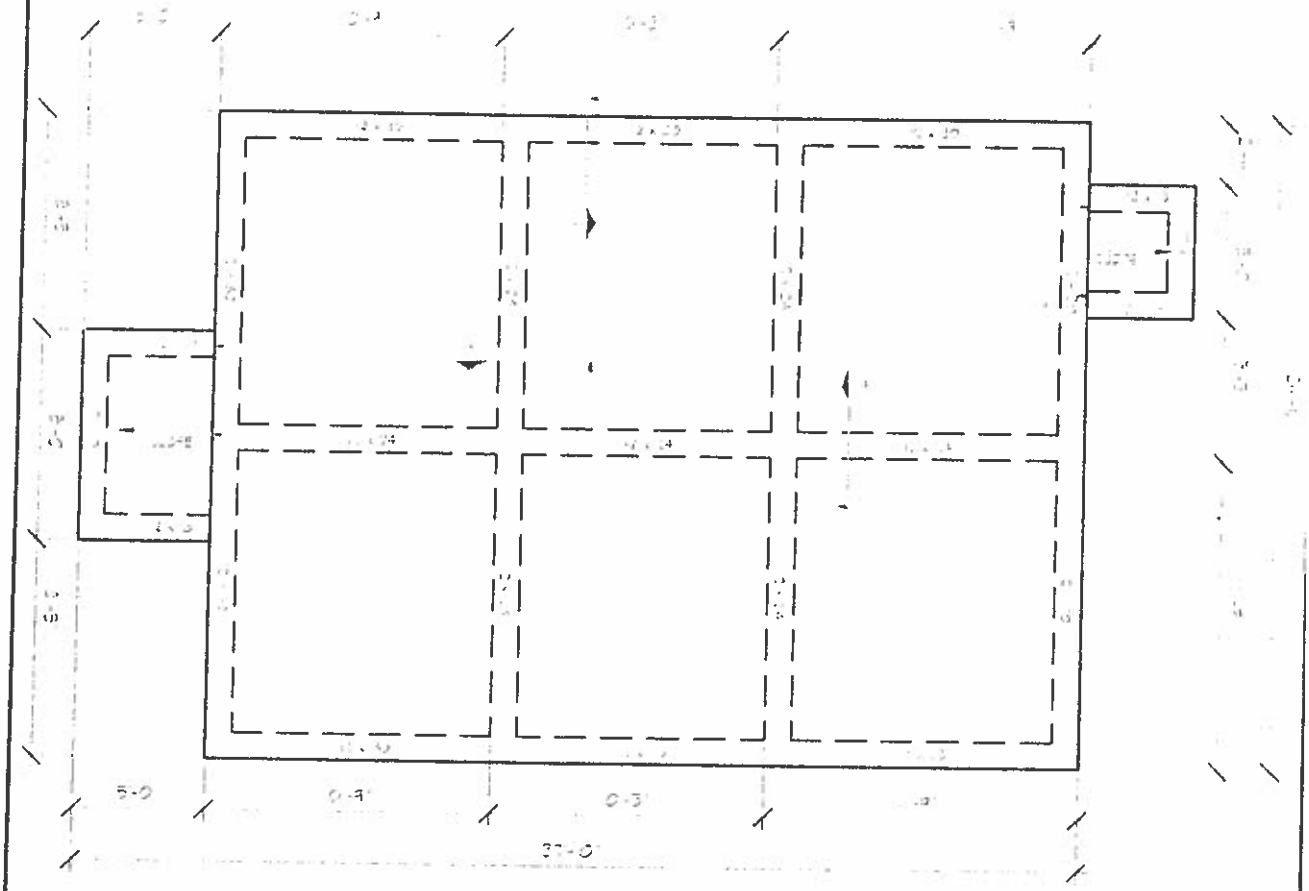
Install both a ramp, steps and railings as per owners request of location.

In addition, remember to replace septic tank if needed and is more than 10 yrs old.

1 ROOF/ PLOT PLAN

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

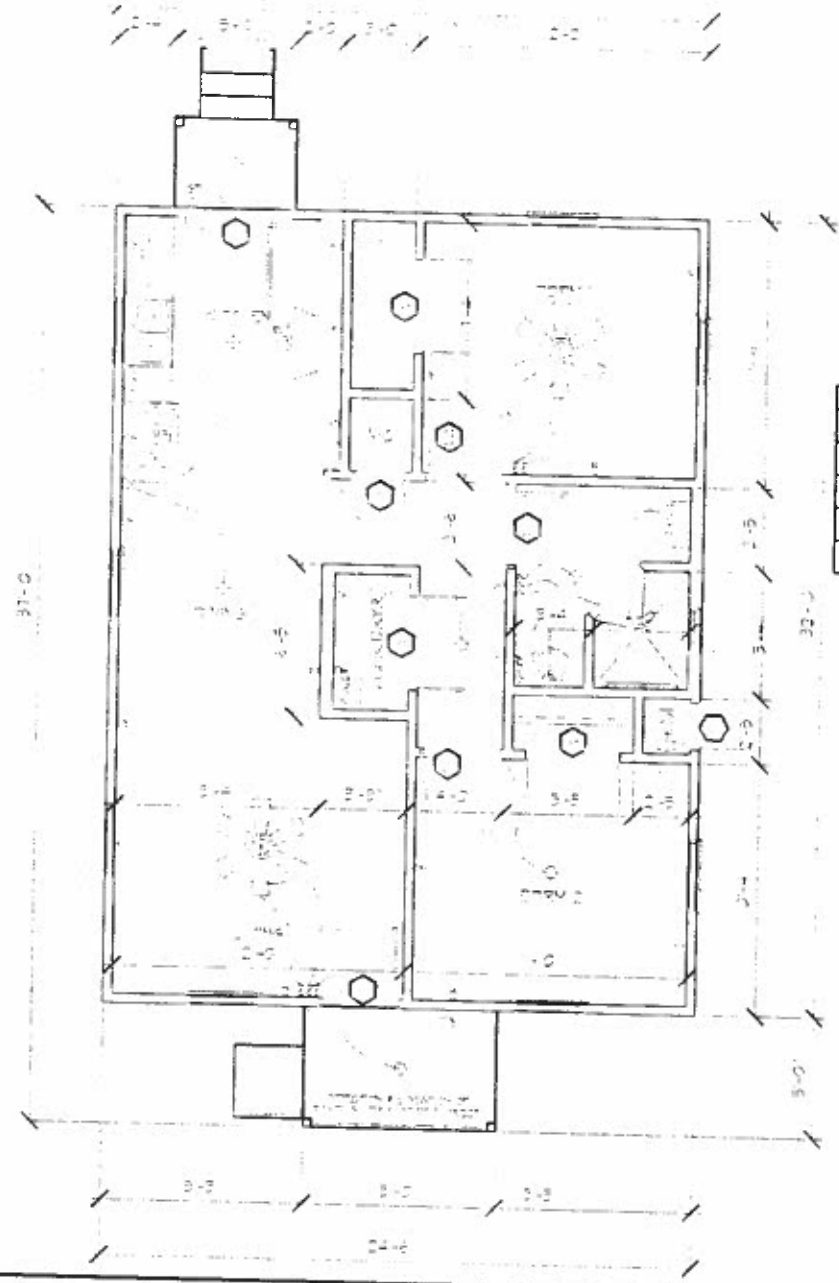


GENERAL NOTES

FRONT ELEVATION

REAR ELEVATION

	URBAN COUNTY PROGRAM OWNER OCCUPIED HOUSING REHABILITATION PROGRAM	
3 of 6		TOTAL AREA SQ. FT.



SQUARE FOOTAGE

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

ELECTRICAL LEGEND

[illegible] WATER HEATER	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

DOOR SCHEDULE

DOOR	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

GENERAL NOTES

[illegible] BLOCK WITH 6" OVERHANG

[illegible] RIDGE VENTS WHERE NEEDED

-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 4" FROM PORCH FLOOR

-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 8" FROM PORCH FLOOR

-[illegible] IS REQUESTING DOUBLE CONNECTIONS FOR A [illegible] ELECTRONIC (PHONE)

-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST

EXTERIOR COLOR CHOICES TO BE OR MATCH [illegible]

[illegible]

INTERIOR COLOR CHOICES TO BE OR MATCH [illegible]

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 2 DAY OF 3 2011

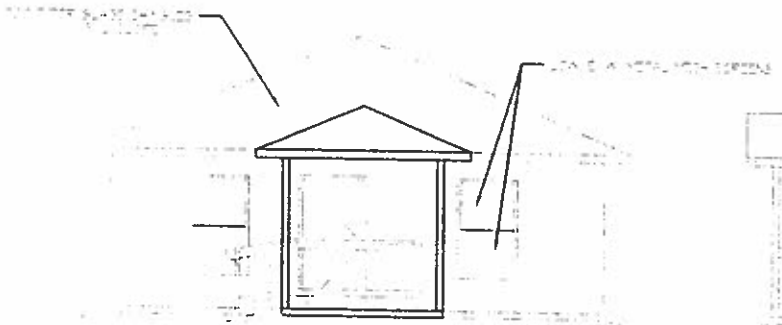
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URBAN COUNTY PROGRAM

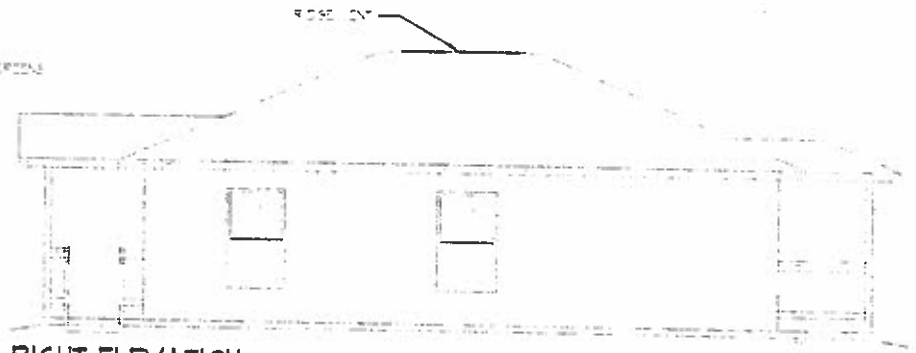
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

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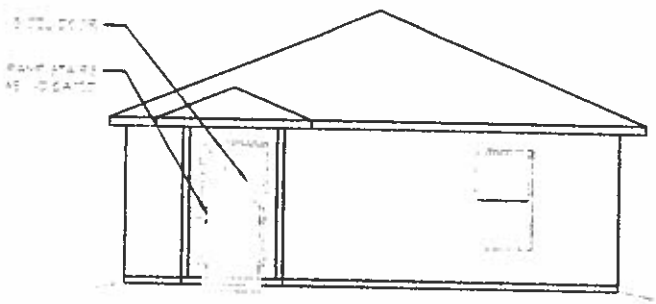
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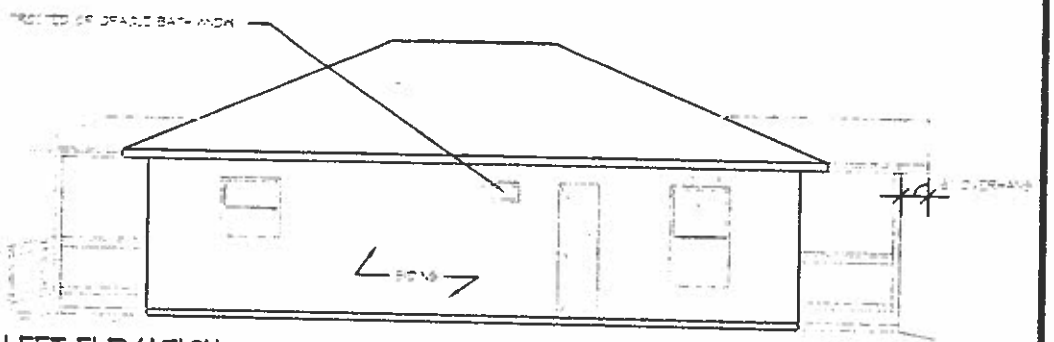
FRONT ELEVATION



RIGHT ELEVATION



BACK ELEVATION



LEFT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ALL SPECIFICATIONS SHALL ASSUME THE USE OF CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL

OWNER (S) ELISA PRESAS CASE NO ME- DATE: 3-3-11 ADDRESS: 196 PALM ST - MERCEDES PHONE: 956-514-0114 BY: LUPE RIVERA

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 20-25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND
  - OF APPROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS)
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDISTOOL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS-TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS PER SPECS (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST (SEE SECTION 23)
- 4" DRYER EXAUST VENT
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION. TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING.

- 2"x4" (#2 OR BETTER) FOR USE IN SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - #2 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN
  - WINDOW & DOOR HEADERS WITH ½" SPACER
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS

ALL INTERIOR WALL & CEILING COVERINGS

- ½" SHEETROCK FINISHED AS PER SPECS
- ½" DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE.

- A HIP STYLE ROOF WITH 16" OVERHANGS.
- A HIP STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS.

- A FRONT PORCH FLOOR.
- A SIDE PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS LESS THAN 6" FROM FINISHED FLOOR AND/OR FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR (need a combined R-30 & R-19 to meet requirement)
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS
- ALL PERIMETER WALLS WITH R-15 F.G. BATT,
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE

10. WINDOWS:

SHALL BE "NEW LOW E" DOUBLE PANE INSULATED ALUMINUM WINDOWS. SIZE AS PER PLAN

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE.

- A RANGE CABINET.
- A KITCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND. THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR. LOCATION AS PER OWNER REQUEST.

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINET AS PER SPECS. INCLUDE CURTIAN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDISTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS WHEN FINISHED FLOOR IS MORE THAN 6" ABOVE GROUND.
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS IF HANDICAPP NECESSITY APPLIES

17. HEATING & A/C:

PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND/OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- ALL CONTRACTORS WILL BE PESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x20-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23, GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE WITH SPECIFICATIONS DEPICTED IN FIGURE 25, PG 117 OF YOUR CONTRACTOR'S MINIMUM SPECIFICATIONS BOOK.

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Elisa Presas

NAME OF APPLICANT

Elisa Presas (daughter)

3-3-11

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **April 15, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Felipa O. Guzman**

BORROWER'S ADDRESS: **628 Silver Ave., Mercedes, TX 78570**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Hugo De Leon d/b/a DE LEON CONSTRUCTION**

CONTRACTOR'S ADDRESS: **P.O. Box 1536, Mission, TX 78572**

NOTE:

$41,890.00 Mechanic's Lien Note dated **April 15, 2011**, executed by Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **April 15, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **April 15, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$41,890.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

Diana R Serna

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

Felipa O. Guzman

Flipa O. Guzman

CONTRACTOR'S SIGNATURE:

Hugo De Leon

Hugo De Leon
d/b/a DE LEON CONSTRUCTION

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Felipa O. Guzman** of HIDALGO COUNTY, on **April 15, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Hugo De Leon d/b/a DE LEON CONSTRUCTION** on **April 15, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **April 15, 2011.**

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

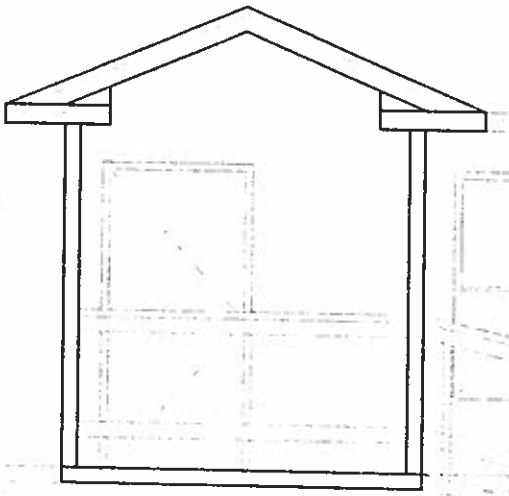
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of Lot 13, Block 8, Colonia Garza Subdivision, out of the Silver Subdivision of the Cavazos Hidalgo County, Texas.

GUZMAN RESIDENCE



Felipa O. Guzman

URBAN COUNTY PROGRAM

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
664 SQ. FT.

70'

120'

COLONIAL GARZA LOT 13 BLK 8

628 SILVER AVE.

NOTE:
Please verify with city/county on setbacks and for any requirements regarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ordinances.

HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk

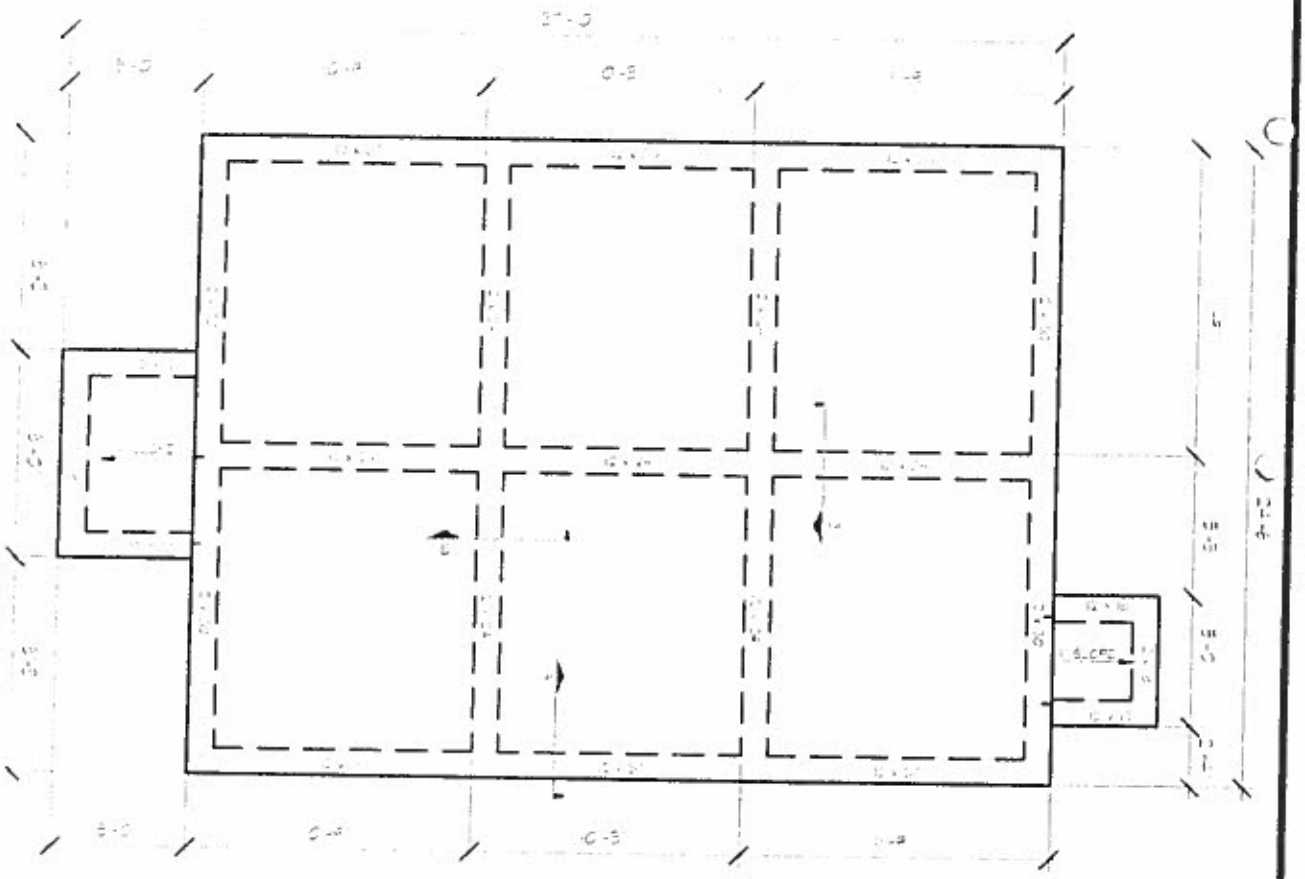
Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.

1 ROOF/ PLOT PLAN

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

2 OF 6

LIVING AREA
864 SQ. FT.



GENERAL NOTES

BUILDING SECTION

PORCH SECTION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
864 SQ. FT.

OF 6

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 4 DAY OF 3 2011

GENERAL NOTES

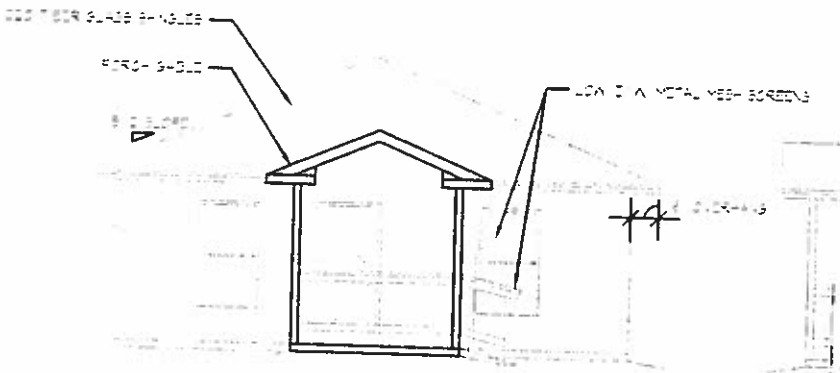
ROOM SCHEDULE

ELECTRICAL LEGEND

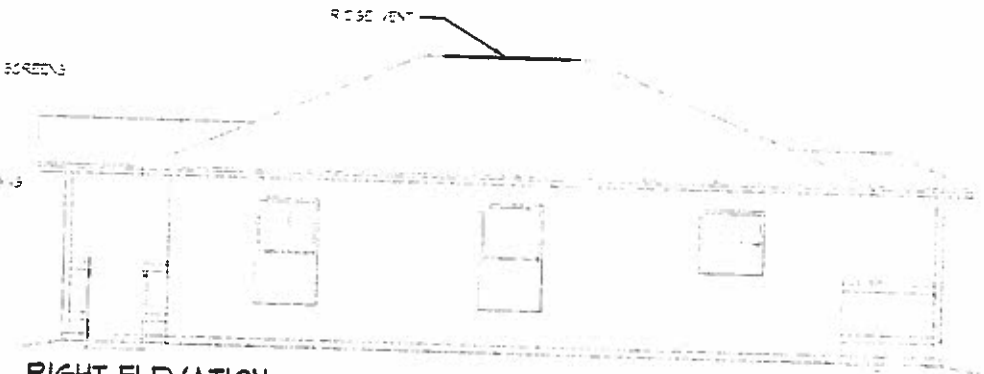
SQUARE FOOTAGE

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

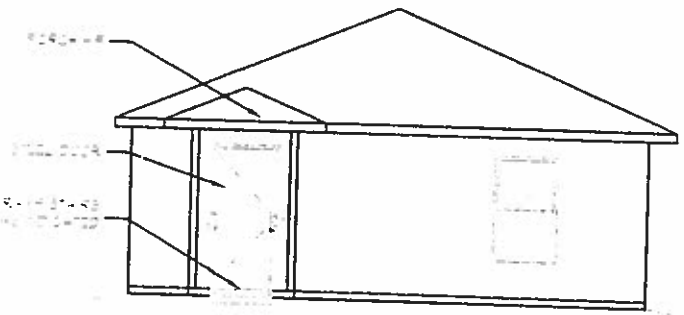
TOTAL AREA
864 SQ. FT.



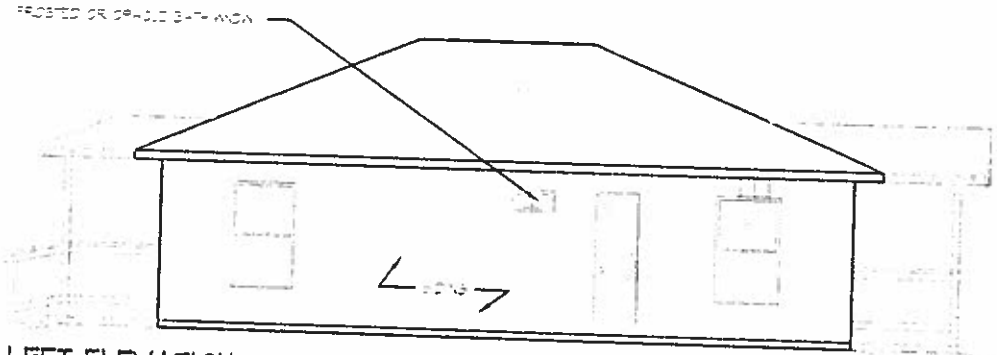
FRONT ELEVATION



RIGHT ELEVATION



BACK ELEVATION



LEFT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA

864 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) FELIPA O. GUZMAN CASE NO.: MF- DATE: 3-2-11 ADDRESS: 628 SILVER AVE PHONE: 956-225-6174 BY: MO GUERRA

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 20-25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS.

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDISTOOL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T P DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS PER SPECS (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST (SEE SECTION 23.)
- 4" DRYER EXAUST VENT
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5 8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN.
  - WINDOW & DOOR HEADERS WITH 1"2" SPACER
  - CEILING JOIST @ 24" O.C. **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS.

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS

- ½" SHEETROCK FINISHED AS PER SPECS
- ½ " DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5:12)

ROOF SHALL HAVE:

- A HIP STYLE ROOF WITH 16" OVERHANGS
- A HIP STYLE FRONT PORCH AS PER PLANS
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS
- SHINGLES TO BE OF LIGHT COLOR **(no black shingles)**

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS.

- A FRONT PORCH FLOOR
- A SIDE PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS LESS THAN 6" FROM FINISHED FLOOR AND/OR FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY

6. INSULATION:

INSULATE.

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR** (need a combined R-30 & R-19 to meet requirement)
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS WIRES PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS
- ALL PERIMETER WALLS WITH R-15 F.G. BATT
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS

ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.*** *ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN)*

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS*** *ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR TRIM** *TO ENTIRE HOUSE.*

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE

- A RANGE CABINET
- A KTCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECRICAL CODE WITH THE FOLLOWING CONDITIONS.

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND. THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR. LOCATON AS PER OWNER REQUEST.

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINET AS PER SPECS. INCLUDE CURTIAN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDISTAL SINK AND CABINET ABOVE TOILET (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS WHEN FINISHED FLOOR IS MORE THAN 6" ABOVE GROUND.

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS IF HANDICAPP NECESSITY APPLIES

17. HEATING & A/C:

PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING **COMPARABLE IN QUALITY** *TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BORM & LIVING SPACE. KITCHEN PHONE IF REQUESTED
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS
- MINIMUM 12x20-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE WITH SPECIFICATIONS DEPICTED IN FIGURE 25, PG 117 OF YOUR CONTRACTOR'S MINIMUM SPECIFICATIONS BOOK.

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Felipa Guzman

NAME OF APPLICANT

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **April 19, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Jose Luis & Zulema M. Guerra**

BORROWER'S ADDRESS: **6507 Argentina Rd., Edinburg, TX 78539**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

$42,390.00 Mechanic's Lien Note dated **April 19, 2011,** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **April 19, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **April 19, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$42,390.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

Jose Luis Guerra

Zulema M. Guerra

CONTRACTOR'S SIGNATURE:

Rene Garza
G& G Contractors

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Jose Luis Guerra** of HIDALGO COUNTY, on **April 19, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Zulema M. Guerra** of HIDALGO COUNTY, on **April 19, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on **April 19, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on April 26, **2011.**

NOTARY PUBLIC, STATE OF TEXAS



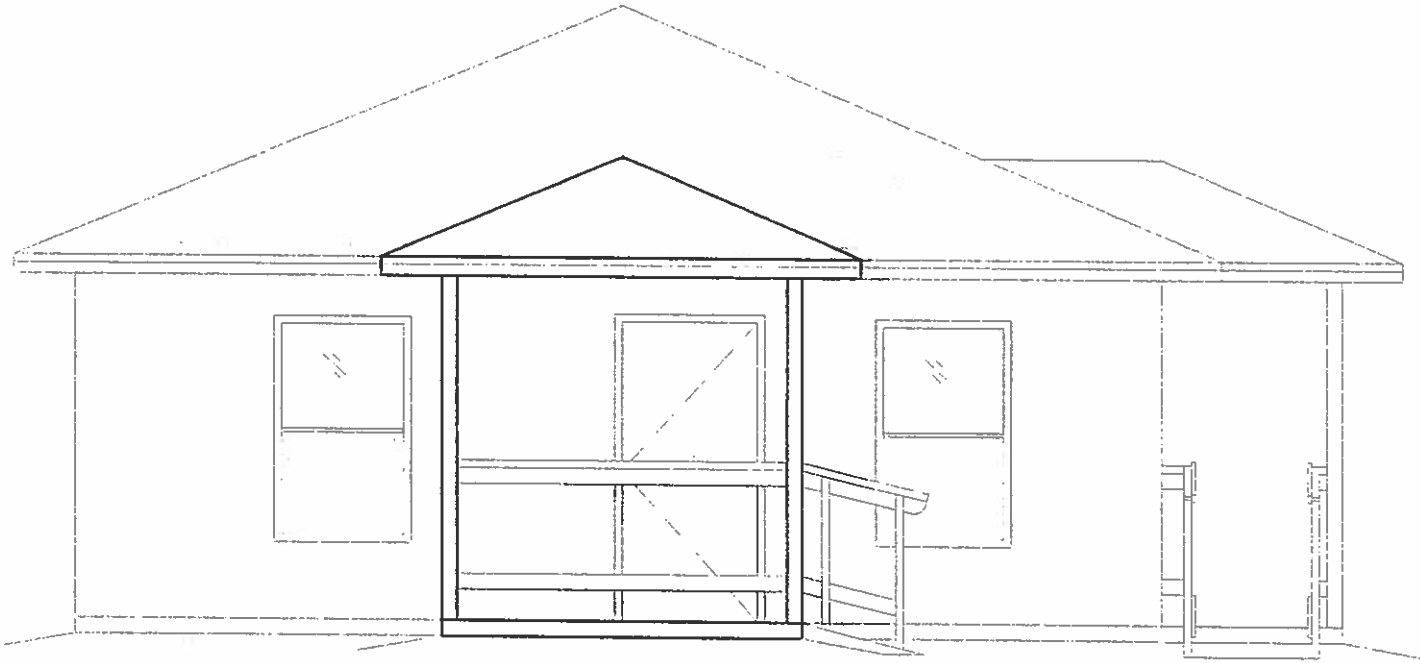
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of Lot 7, Block 13, El Charro Subdivision Unit Number 2, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

GUERRA RESIDENCE



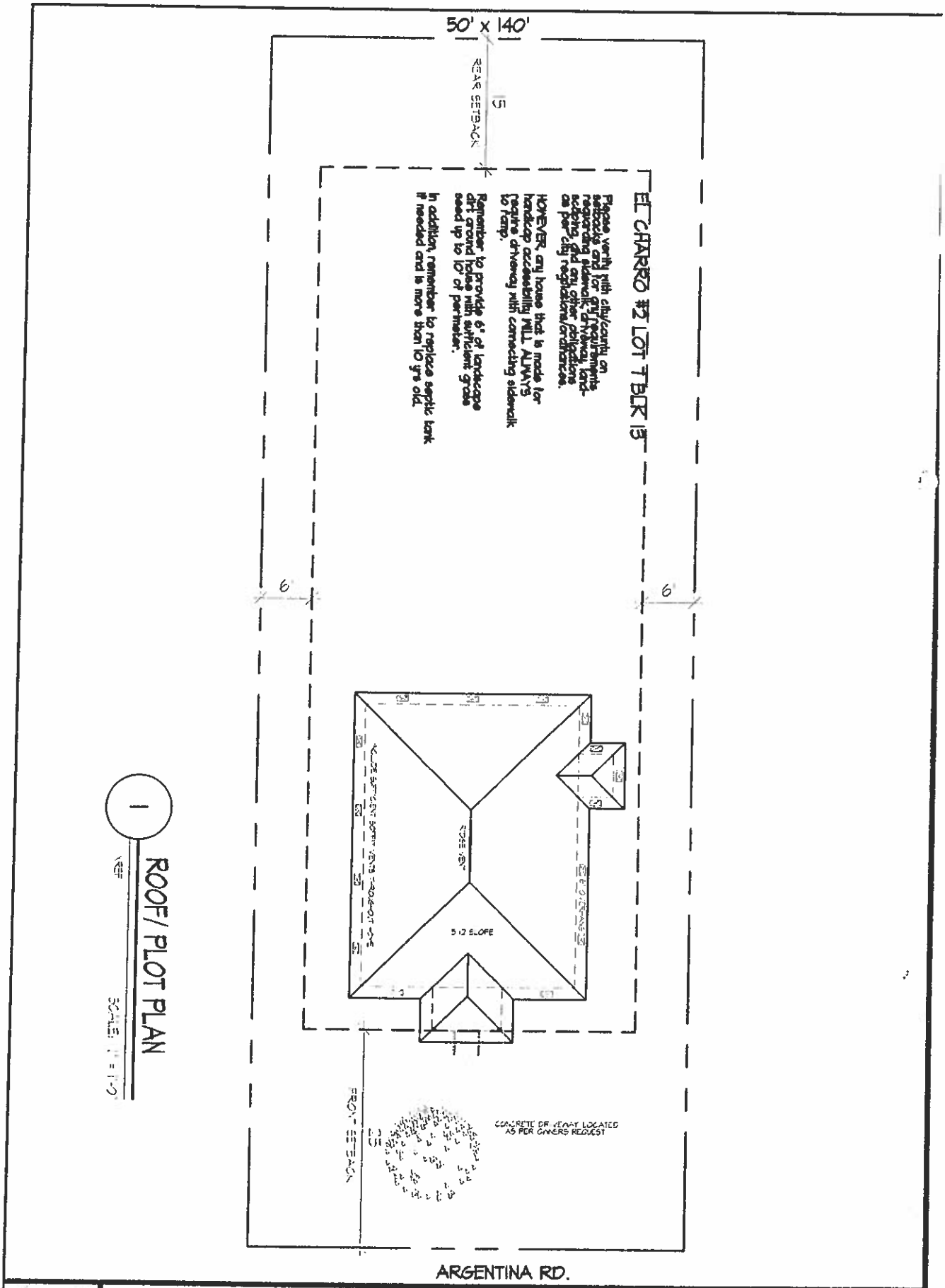
Jose Luis Guerra
6507 Argentina Rd-Edinburg, TX
956-787-6545

URBAN COUNTY PROGRAM
1916 TESORO BLVD.
(956) 787-8127

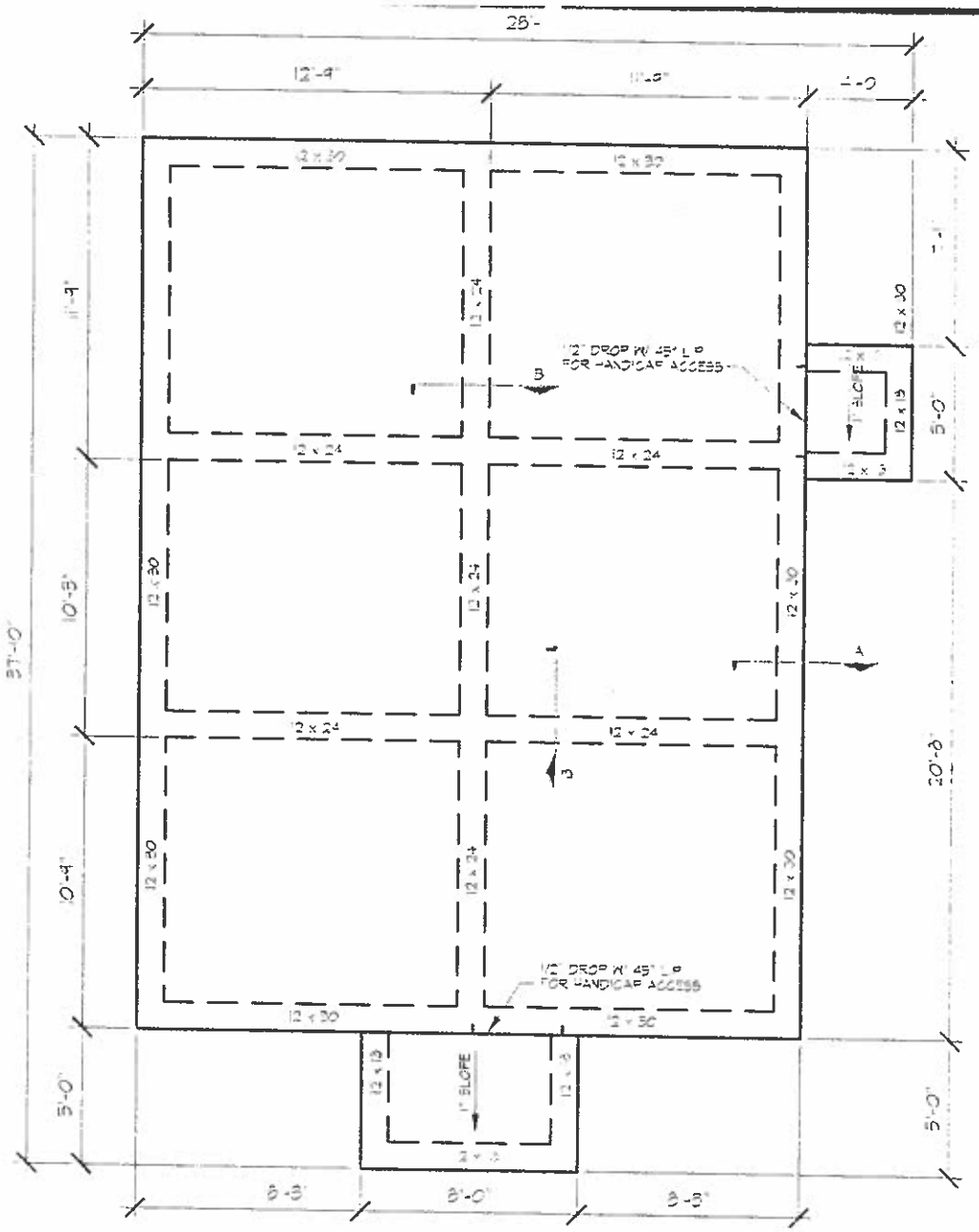
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

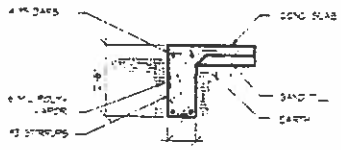
TOTAL AREA
664 SQ. FT.

1 of 3



	URBAN COUNTY PROGRAM OWNER OCCUPIED HOUSING REHABILITATION PROGRAM	
2 OF 6	JOSE LUIS GUERRA 6502 ARGENTINA RD. EDINBURG, TX	LIVING AREA 864 SQ. FT.





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 18" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL.

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS EXCEPT AT #5 APPLY 6"X6" #5 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ANCHOR BOLTS AT PER METER AT 4'-0" O.C.

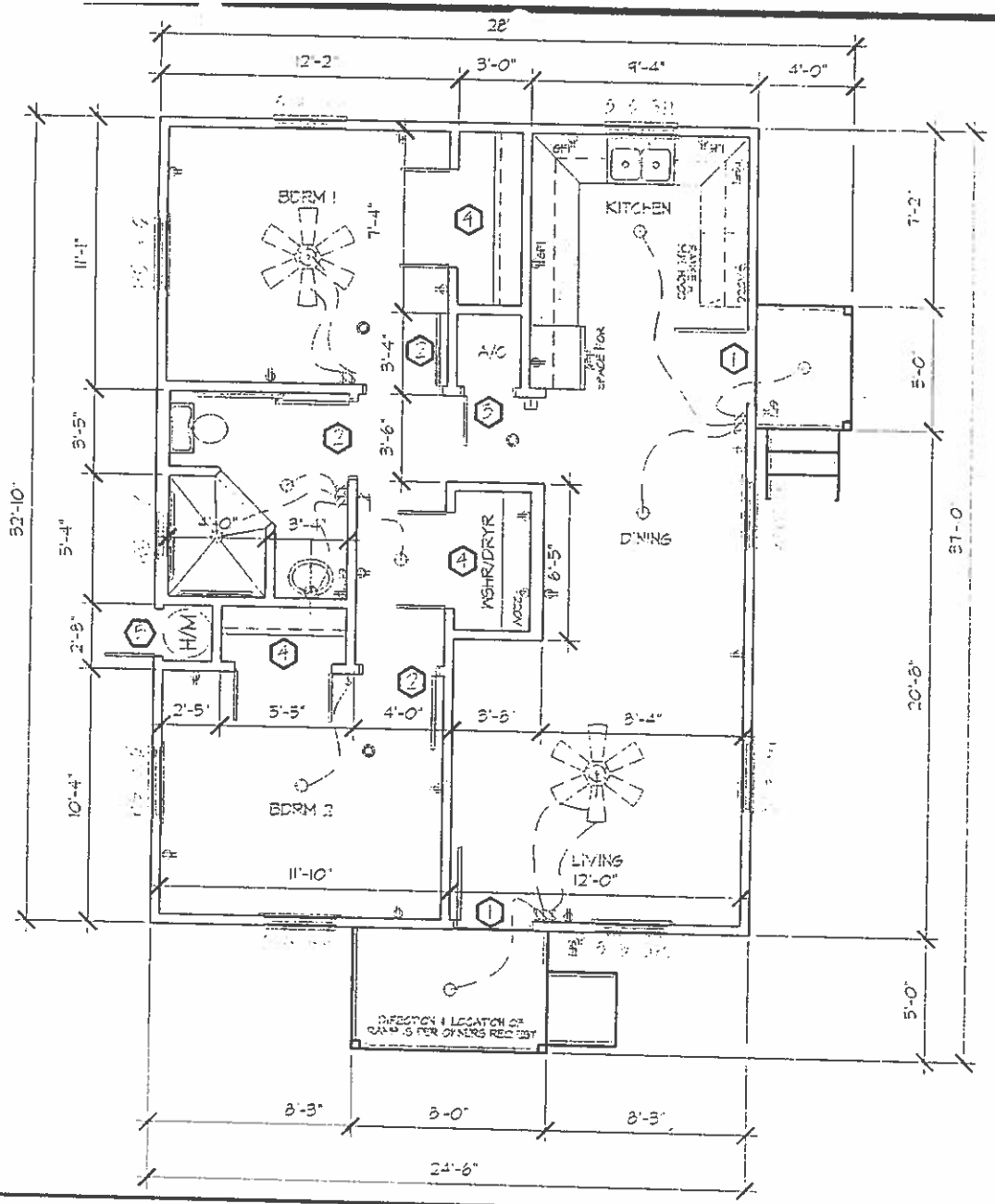
-USE ONLY COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 6" FROM TOP OF CURB UNLESS OTHERWISE NOTED.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
684 SQ. FT.

3 OF 6



SQUARE FOOTAGE

LIVING AREA	804
PORCH/PATIO	60
TOTAL SQ FT.	864

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT	S LIGHT SWITCH
220V 220V DUPLEX ELECTRICAL RECEPTACLE	T THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SD SMOKE DETECTOR

DOOR SCHEDULE

DR#	TASK	SIZ X 6'8"	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL FEED HOLES	3'0"	METAL W/ LOW PROFILE THRESHLD	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	3'0"	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'0"	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	(2) 2'0"	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2'0"	HOLLOW METAL	LOCK W/ DEADLOCK

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG

-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED

-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.

-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.

-CLIENT IS REQUESTING CONNECTIONS FOR A GAS / ELECTRIC STOVE.

-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
Latte SW 6108 Hopsack SW 6209

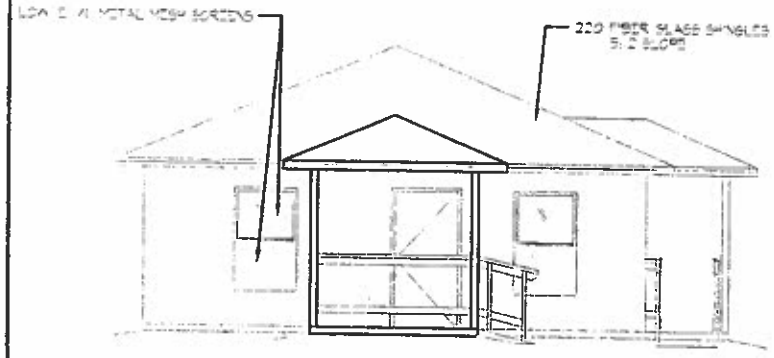
INTERIOR COLOR CHOICES TO BE OR MATCH:
Pearly White SW 6147 Pearly White SW 6147

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 23 DAY OF Feb. 2011

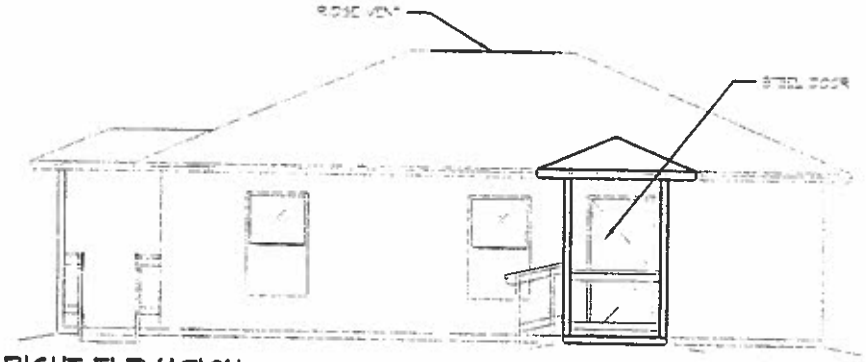
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA 1,064 SQ. FT.

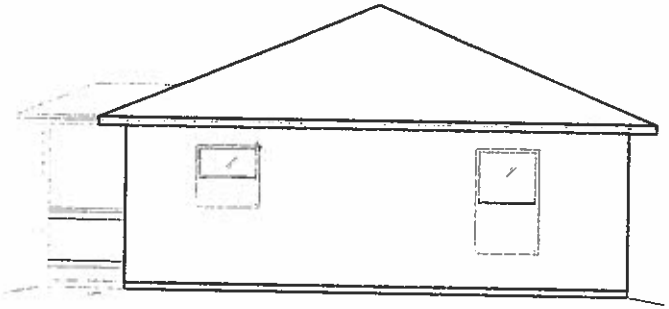
4 OF 6



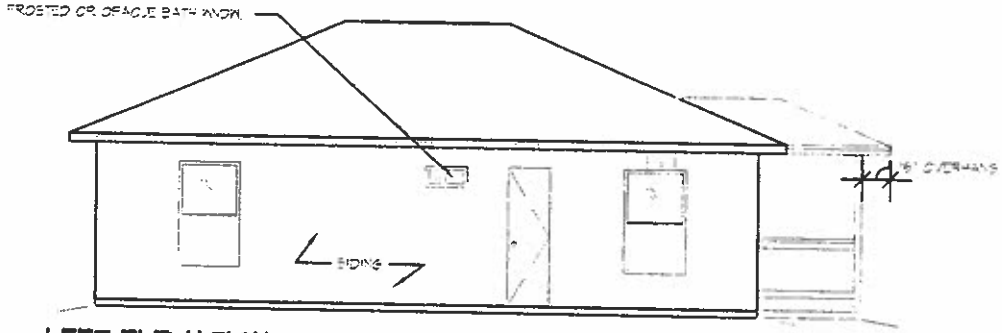
FRONT ELEVATION



RIGHT ELEVATION



BACK ELEVATION



LEFT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
864 SQ. FT.

5 OF 6

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) JOSE LUIS GUERRA CASE NO.: CW-85-09-18 DATE: 2/23/11 ADDRESS: 6507 ARGENTINA RD PHONE: 956-787-6545 BY: RICK GARZA

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 20-25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDISTOOL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1'72" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ " DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGEPEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP STYLE ROOF WITH 16" OVERHANGS.
- A HIP STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS LESS THAN 6" FROM FINISHED FLOOR AND/OR FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS. SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND. THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR. LOCATON AS PER OWNER REQUEST.

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINET AS PER SPECS. INCLUDE CURTIAN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDISTAL SINK AND CABINET ABOVE TOILET.

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS WHEN FINISHED FLOOR IS MORE THAN 6" ABOVE GROUND.

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS IF HANDICAPP NECESSITY APPLIES.

17. HEATING & A/C:

PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS. ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING.ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x20-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23. GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE WITH SPECIFICATIONS DEPICTED IN FIGURE 25. PG 117 OF YOUR CONTRACTOR'S MINIMUM SPECIFICATIONS BOOK.

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

X Jose Luis Guerra

NAME OF APPLICANT

Jose Luis Guerra

NAME OF APPLICANT

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **April 19, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Maria G. Bernal**

BORROWER'S ADDRESS: **P.O. Box 377,**
1301 San Juanita St.,
La Villa, TX 78562

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

$42,390.00 Mechanic's Lien Note dated **April 19, 2011,** executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **April 19, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **April 19, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$42,390.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

Maria G. Bernal

CONTRACTOR'S SIGNATURE:

Rene Garza
G& G Contractors

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Maria G. Bernal** of HIDALGO COUNTY, on **April 19, 2011.**



NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on **April 19, 2011.**



NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on April 26, 2011.

NOTARY PUBLIC, STATE OF TEXAS



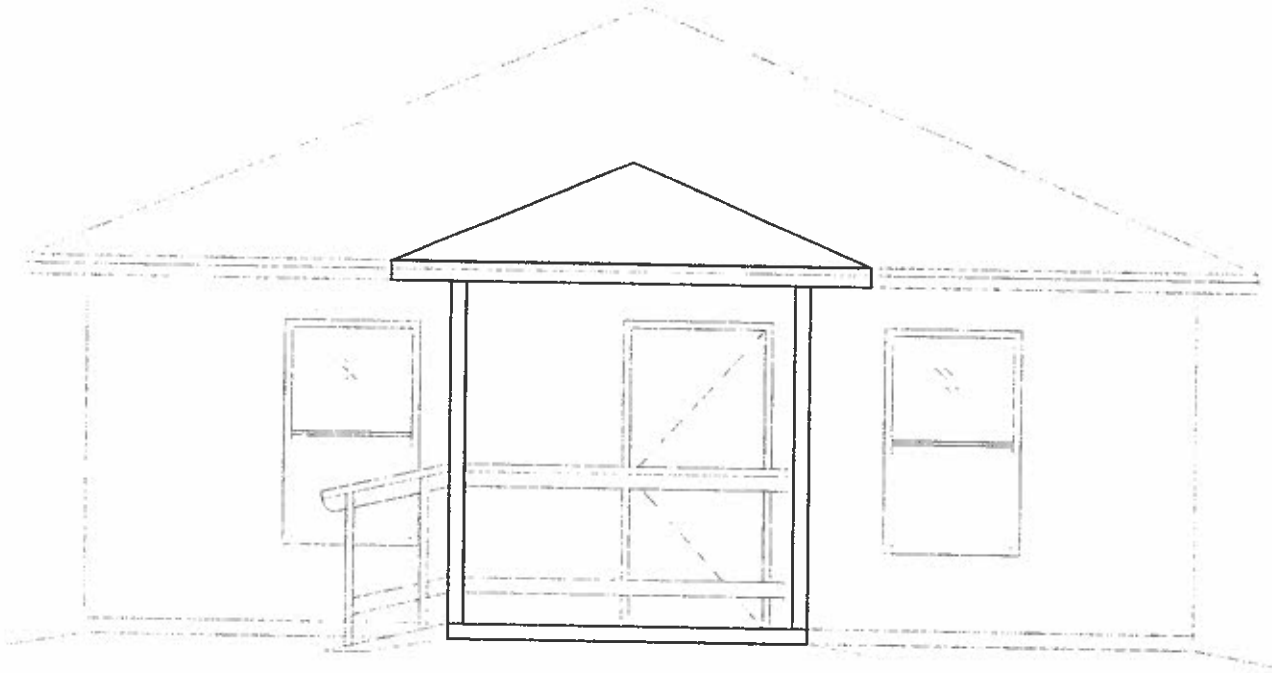
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 25, Sal-Gon Subdivision Unit No. 1, a re-subdivision of the East 13.79 acres of Farm Tract 2228, North Capisallo District Subdivision, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

BERNAL RESIDENCE

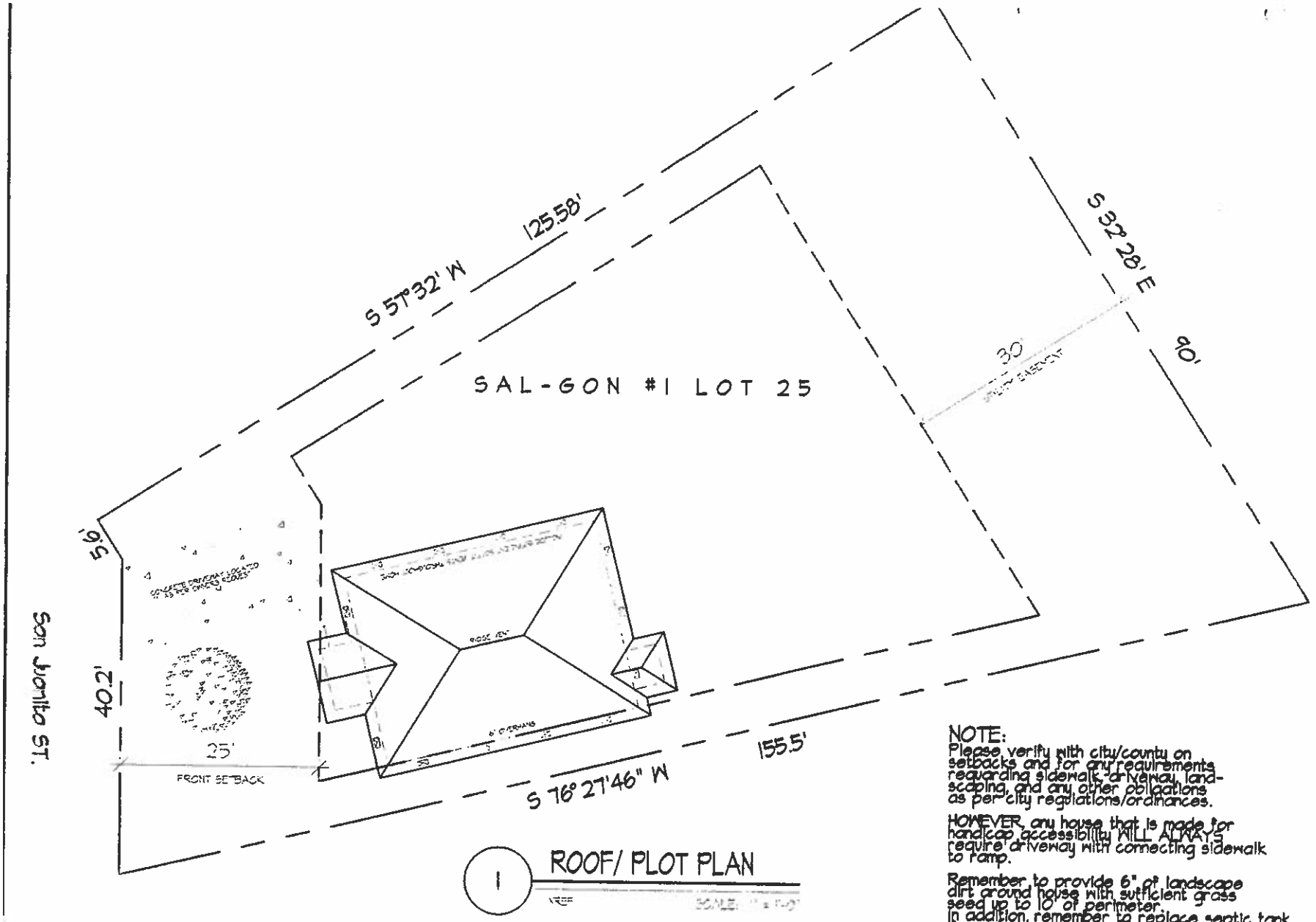


Maria G. Bernal
301 San Juanita St - La Villa
956-262-5333

URBAN COUNTY PROGRAM
916 TESORO BLVD.
(956) 761-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA 994.95 SQ. FT.



1 ROOF/ PLOT PLAN

SCALE: 1" = 10'-0"

NOTE:
Please verify with city/county on setbacks and for any requirements regarding sidewalk-driveway, landscaping, and any other obligations as per city regulations/ordinances.

HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
634 SQ. FT.

2 OF 6

GENERAL NOTES

B-INTERIOR BEAM

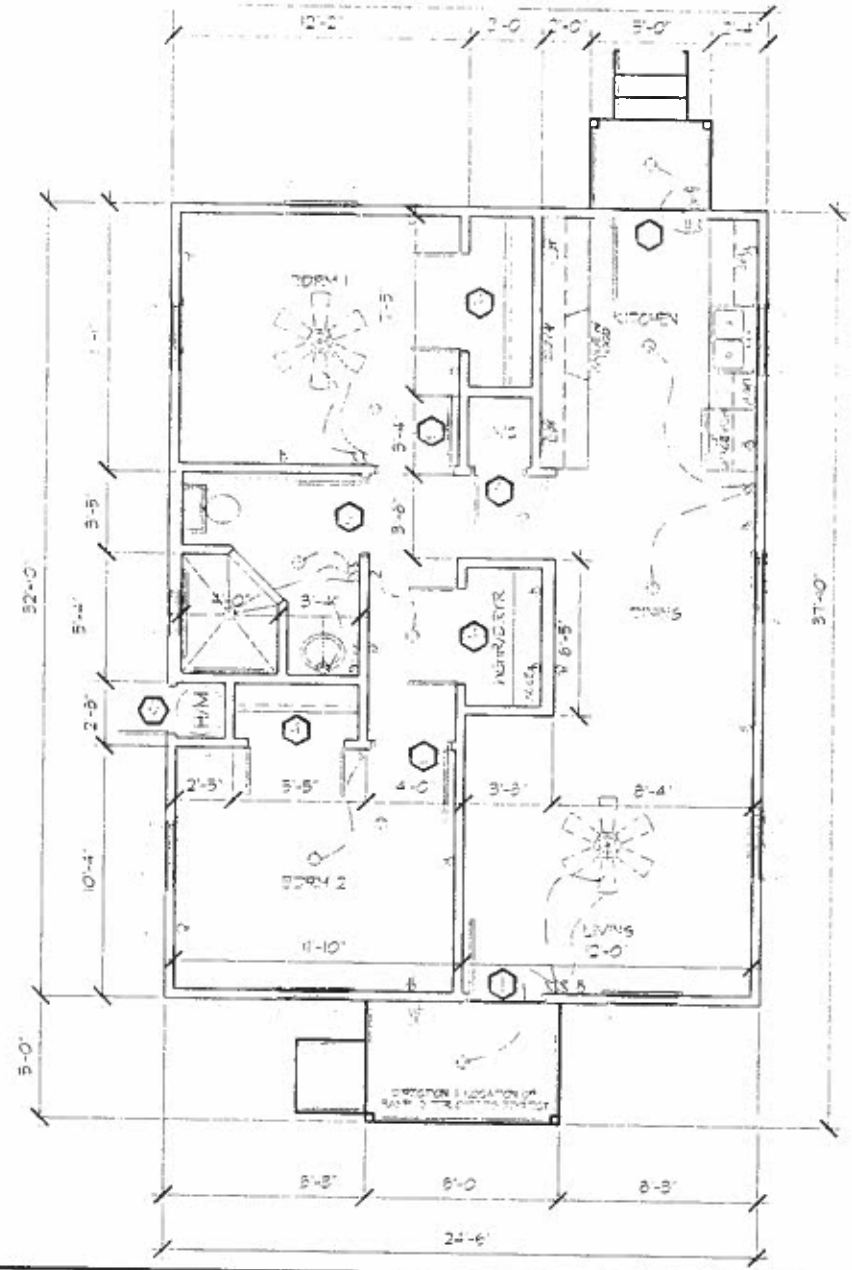
A-EXTERIOR BEAM

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

3 OF 6

TOTAL AREA
664 SQ. FT.



SQUARE FOOTAGE

LIVING AREA	504
PORCH, PATIO	60
TOTAL SQ FT	564

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT	LIGHT SWITCH
220V ELECTRICAL RECEPTACLE	THERMOSTAT
SMOKE DETECTOR	SMOKE DETECTOR

DOOR SCHEDULE

DR#	TASK	SIZE	TYPE	LOCKS
	INSTALL NEW UNIT W/ DUAL PEEP HOLES	30	METAL W/ LOW PROFILE THRESHOLD	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	30	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	28	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2'-0" 28	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	28	HOLLOW METAL	LOCK W/ DEADLOCK

GENERAL NOTES

-END GLOBE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR
-CLIENT IS REQUESTING CONNECTIONS FOR A GAS / ELECTRIC STOVE Natural Gas
-INSTALL A MIN OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST
EXTERIOR COLOR CHOICES TO BE OR MATCH:
Swiss Coffee Trim Swiss Coffee Trim
INTERIOR COLOR CHOICES TO BE OR MATCH:
Swiss Coffee Ceilings Swiss Coffee Walls

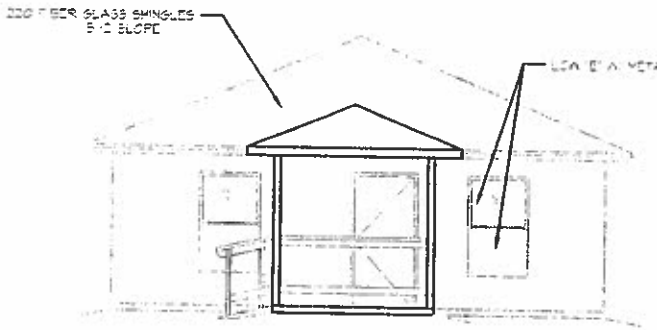
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 7 DAY OF March 2011

Belinda Bernard

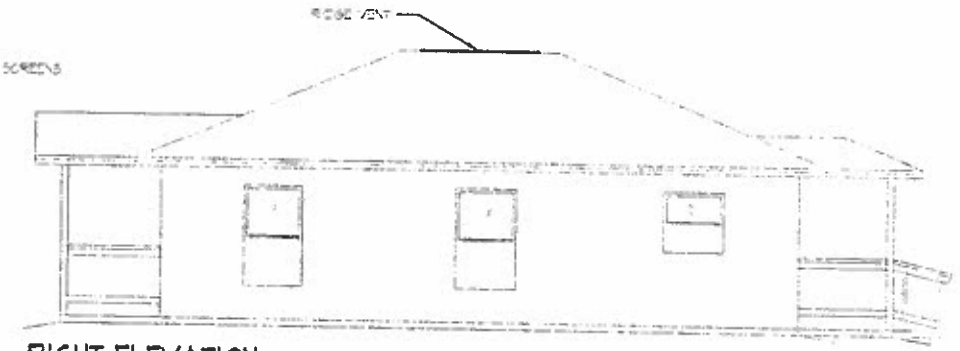
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA 564 SQ. FT.

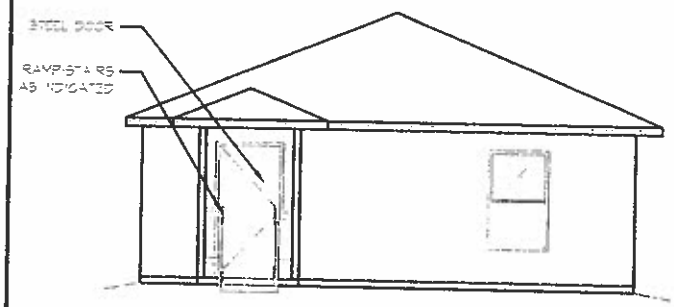
4 OF 6



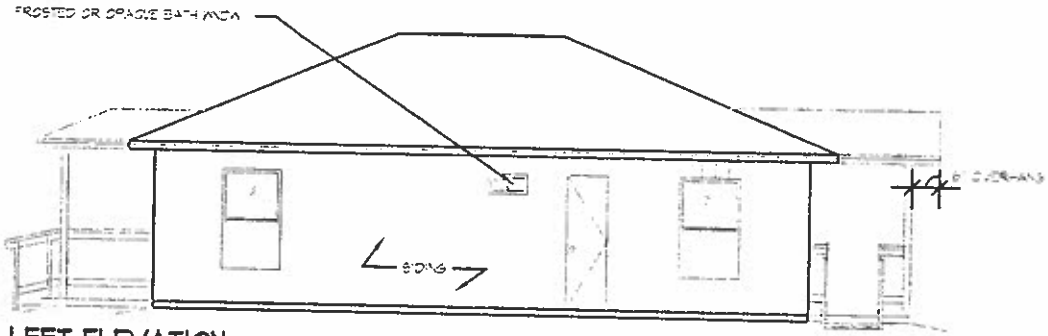
FRONT ELEVATION



RIGHT ELEVATION



BACK ELEVATION



LEFT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
864 SQ. FT.

5 OF 6

ALL SPECIFICATIONS SHALL ASSUME THE USE OF CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL

OWNER (S) MARIA G. BERNAL CASE NO.: LV- DATE: 2-28-11 ADDRESS: 1301 SAN JUANITA ST-LAVILLA PHONE: 956-262-5333 BY: MO GUERRA

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS. CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER, PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 20-25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS. AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDISTOOL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX. WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ " DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTION TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP STYLE ROOF WITH 16" OVERHANGS.
- A HIP STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS LESS THAN 6" FROM FINISHED FLOOR AND/OR FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS. SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KTCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINET AS PER SPECS. INCLUDE CURTIAN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDISTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS WHEN FINISHED FLOOR IS MORE THAN 6" ABOVE GROUND.
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS IF HANDICAPP NECESSITY APPLIES.

17. HEATING & A/C:

PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM OUTSIDE SLEEPING ROOMS ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND/OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x20-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23. GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE WITH SPECIFICATIONS DEPICTED IN FIGURE 25, PG 117 OF YOUR CONTRACTOR'S MINIMUM SPECIFICATIONS BOOK.

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

X

NAME OF APPLICANT

Maria G. Bernal

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

WITNESS AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This form is used only when the applicant(s) is unable to sign his/her name.

X
Applicant Mark "X"

11-16-11
Date

Maria G. Bernal
Name of Applicant

04/19/2011
Date

WITNESS:

Gilberto Bernal
Signature

P.O Box 499
Address

April 19, 2011
Date

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, a Notary Public, personally appeared Maria G. Bernal (Name of Applicant(s) known to me or proved to me on the oath of Gilberto Bernal, to be the person(s) whose mark is made on the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 19th day of April , 2011.

Notary Public, State of Texas

Irene Montoya
Notary's Name (printed)

June 22, 2013
Notary's Commission Expires

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **April 19, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Maria Dolores Barco**

BORROWER'S ADDRESS: **P.O. Box 263, 107 W. 6th St., Elsa, TX 78543**

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Rene Garza, G & G Contractors**

CONTRACTOR'S ADDRESS: **5125 S. 281, Ste 3, Edinburg, TX 78539**

NOTE:

$44,390.00 Mechanic's Lien Note dated **April 19, 2011**, executed y Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **April 19, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **April 19, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$44,390.00**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

Maria Dolores Barco

CONTRACTOR'S SIGNATURE:

Rene Garza
G& G Contractors

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Maria Dolores Barco** of HIDALGO COUNTY, on **April 19, 2011**.

NOTARY PUBLIC, STATE OF TEXAS

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Rene Garza G & G Contractors** on **April 19, 2011**.

NOTARY PUBLIC, STATE OF TEXAS

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on April 26, **2011.**

NOTARY PUBLIC, STATE OF TEXAS

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The East 117.8 feet more or less by 100 feet out of Lot 5, Block Number 2, North Elsa Subdivision No. 7, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

1 OF 6

BARCO RESIDENCE

TOTAL AREA

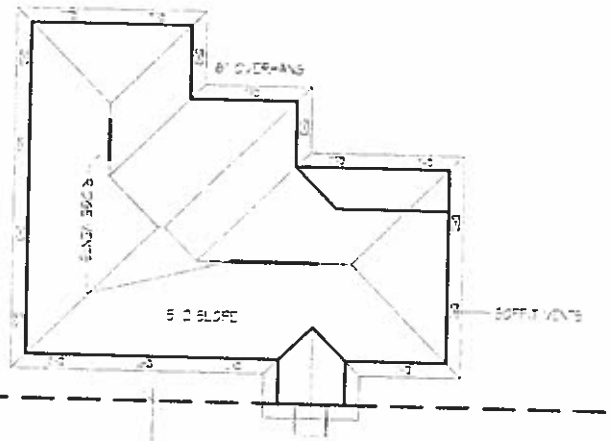
106.9'

NEAR SETBACK

NORTH ELSA #7 BLK 2-591 1/2 OF 5 E 93'

100'

100'



NOTE:
Please verify with city/county on setbacks and for any requirements regarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ordinances.

HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.

1 PLOT AND ROOF PLAN

SCALE 1/8"

118 W. 16TH ST.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA

PLOT

1 FOUNDATION PLAN

SCALE: NTS

GENERAL NOTES

B-INTERIOR BEAM

A-EXTERIOR BEAM

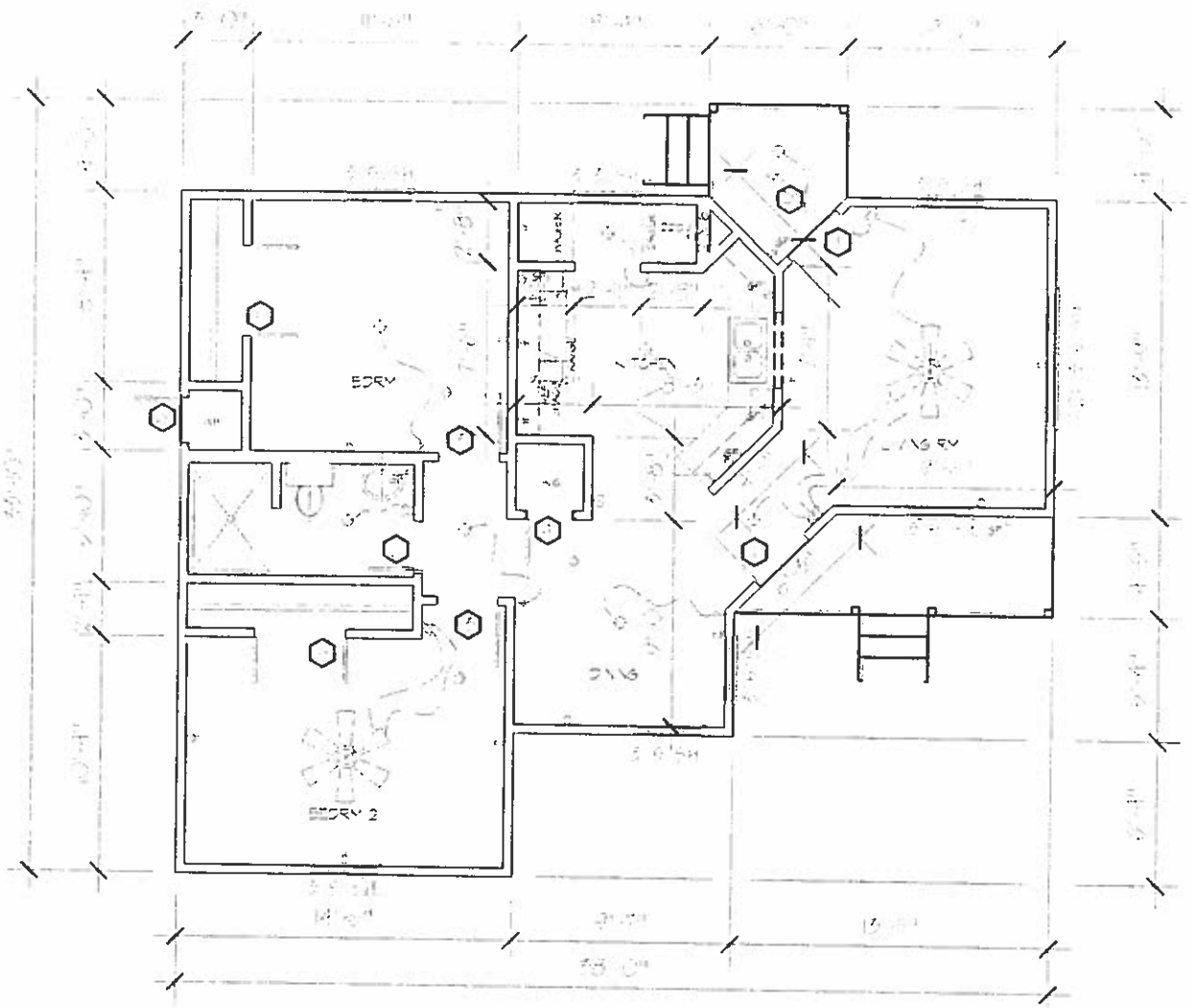
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

3 OF 5

DELORES BAKER

TOTAL AREA



1 FLOORPLAN

SQUARE FOOTAGE

LIVING AREA	SQ FT
PORCH/PATIO	SQ FT
TOTAL SQ FT	SQ FT

ELECTRICAL LEGEND

WH	WATER HEATER
	DUPLEX ELECTRICAL RECEPT
	EXISTING ELECTRICAL RECEPTACLE
	GROUND FAULT INTERRUPTER

DOOR SCHEDULE

DOOR	TYPE	SIZE	FRAME	LOCATE
	METAL WEATHER RESISTANT FRONT DOOR	3'0	METAL WEATHER PROOF FRAME	ENTRY FROM OUTSIDE TO LIVING AREA
2	METAL WEATHER	3'0	HOLLOW CORE	CLOSET TYPE OR PANTRY
3	METAL WEATHER	2'0	HOLLOW CORE	PASSAGE
4	METAL WEATHER	2'0	HOLLOW CORE	PASSAGE
5	METAL WEATHER	2'0	HOLLOW METAL	LOCATE AT BEDROOM

GENERAL NOTES

- ROOF SLOPE WITH 6" OVERHANG
- SUPPLY RIDGE BOTTOM VENTS WHERE NEEDED
- INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 30" FROM PORCH FLOOR
- INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR
- CONTRACTOR TO PROVIDE NEW CONNECTOR FOR A GAS (ELECTRIC) STOVE
- INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST

ENTER OR COLOR CHOICES TO BE OR MATCH:
White _____ Lanquil Blue - SW

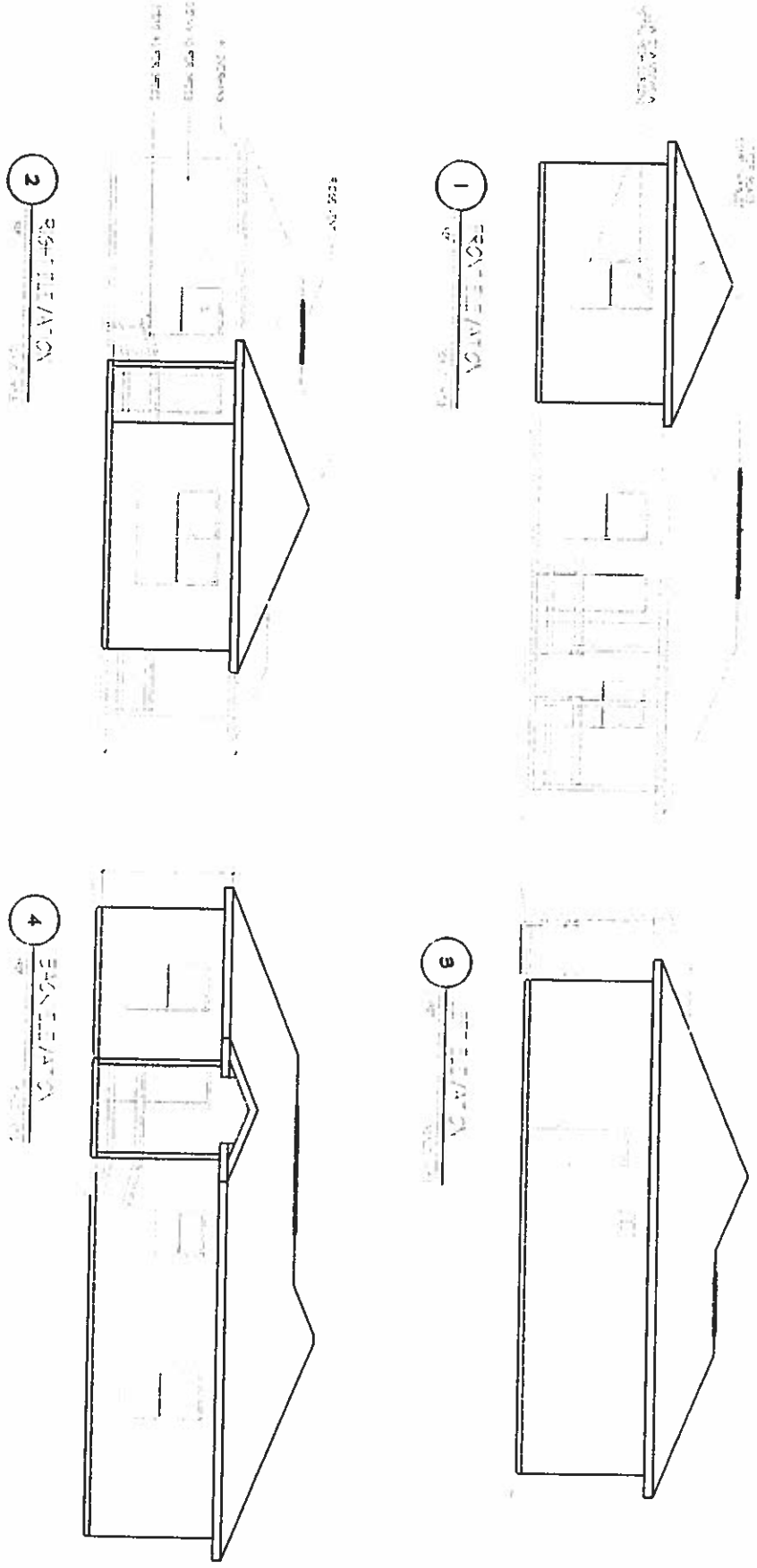
INTERIOR COLOR CHOICES TO BE OR MATCH:
Medal White SW 7054 White

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 16th DAY OF Mar 2011

X Douglas Bates

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA

SPECIFICATIONS

ALL SPECIFICATIONS SHALL ASSUME THE USE OF CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL

OWNER (S) DOLORES BARCO CASE NO.: EL - DATE: 2-28-11 ADDRESS: MILE 16 N. FM 88- ELSA PHONE: 956-262-3829 BY: RUK GARZA

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 20-25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS)
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDISTOOL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1'72" SPACER.
  - CEILING JOIST @ 24" O.C. **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3-8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS
- ½ " DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTION TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP STYLE ROOF WITH 16" OVERHANGS
- A HIP STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR **(no black shingles)**

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS LESS THAN 6" FROM FINISHED FLOOR AND/OR FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR** (need a combined R-30 & R-19 to meet requirement)
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS
- ALL PERIMETER WALLS WITH R-15 F.G. BATT
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS**. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM (2 COLOR CHOICE MIN).*

9. SIDING:

*THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR TRIM** TO ENTIRE HOUSE*

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS. SIZE AS PER PLAN

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE

- A RANGE CABINET
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND. THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR. LOCATON AS PER OWNER REQUEST

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINET AS PER SPECS. INCLUDE CURTIAN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDISTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS WHEN FINISHED FLOOR IS MORE THAN 6" ABOVE GROUND.
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS IF HANDICAPP NECESSITY APPLIES.

17. HEATING & A/C:

*PROVIDE & INSTALL A 14 **SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING F OUTSIDE SLEEPING ROOMS. ALL WIRED IN SERIES

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHE ENERGY COMPLIANCE REQUIREMENTS
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT ARCUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND/OR GA CONNECTIONS FOR RANGE AS PER APPICANT'S REQUES AND ACCORDING TO APPLICABLE PLUMBING ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVER BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS TH ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS
- MINIMUM 12x20-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE WITH SPECIFICATIONS DEPICTED IN FIGURE 25, PG 117 OF YOUR CONTRACTOR'S MINIMUM SPECIFICATIONS BOOK.

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE TI BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMIT TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

+ Dolores Barco

NAME OF APPLICANT

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of **April 18, 2011**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER: **Maria Del Rosario Acevedo**

BORROWER'S ADDRESS: **904 Greenland Circle East**
Palmview, TX 78572

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Hugo De Leon d/b/a DE LEON CONSTRUCTION**

CONTRACTOR'S ADDRESS: **P.O. Box 1536, Mission, TX 78572**

NOTE:

$48,999.99 Mechanic's Lien Note dated **April 18, 2011**, executed by Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated **April 18, 2011**, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated **April 18, 2011** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: **$48,999.99**

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

Maria Del Rosario Acevedo

CONTRACTOR'S SIGNATURE:

Hugo De Leon
d/b/a DE LEON CONSTRUCTION

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Maria Del Rosario Acevedo** of HIDALGO COUNTY, on **April 18, 2011.**



NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Hugo De Leon d/b/a DE LEON CONSTRUCTION** on **April 18, 2011.**



NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **April 26, 2011.**

NOTARY PUBLIC, STATE OF TEXAS

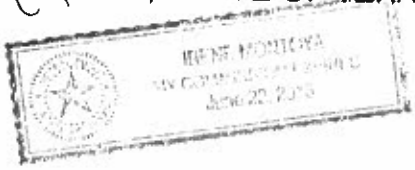


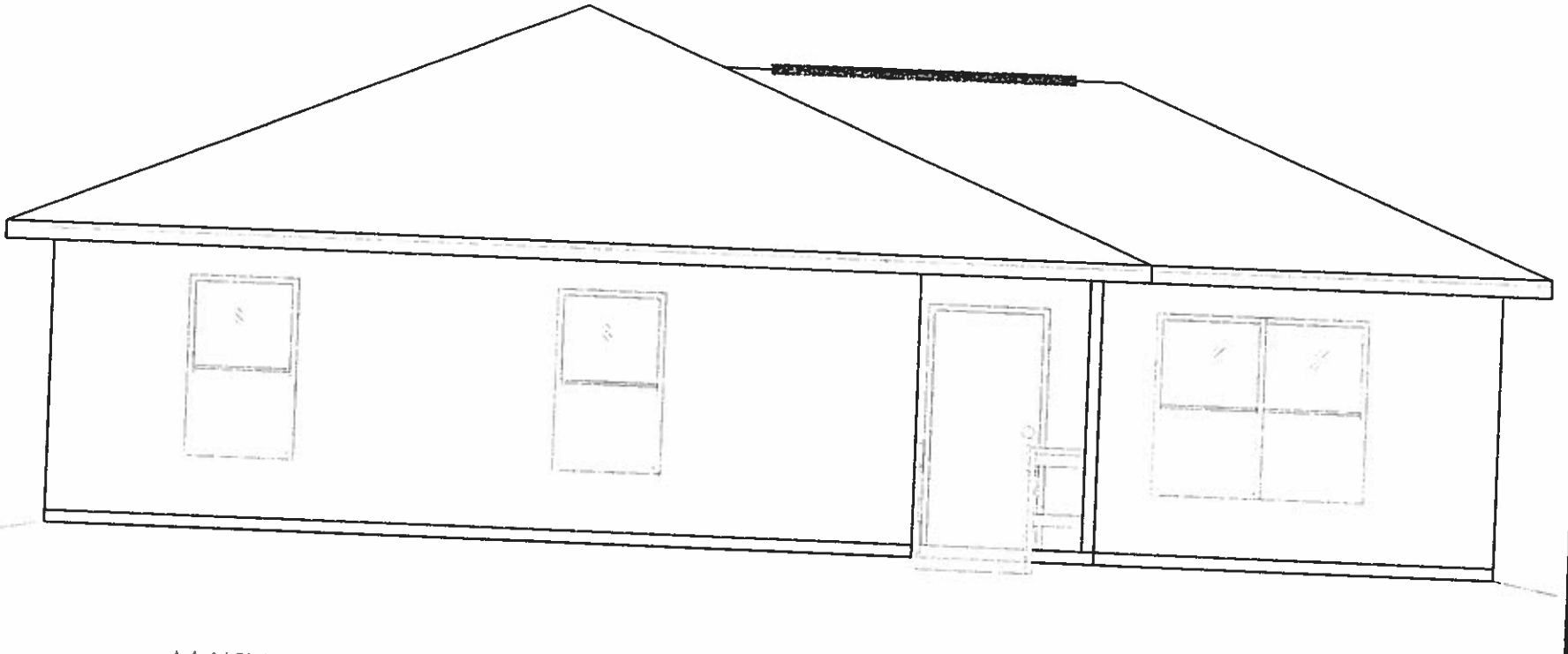
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 105, Greenland Acres Subdivision, (A Mobile Home Residential Subdivision) being a Re-Subdivision of (138.41) acres out of Porcion 48, in the City of Palmview, Hidalgo County, Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

ACEVEDO RESIDENCE

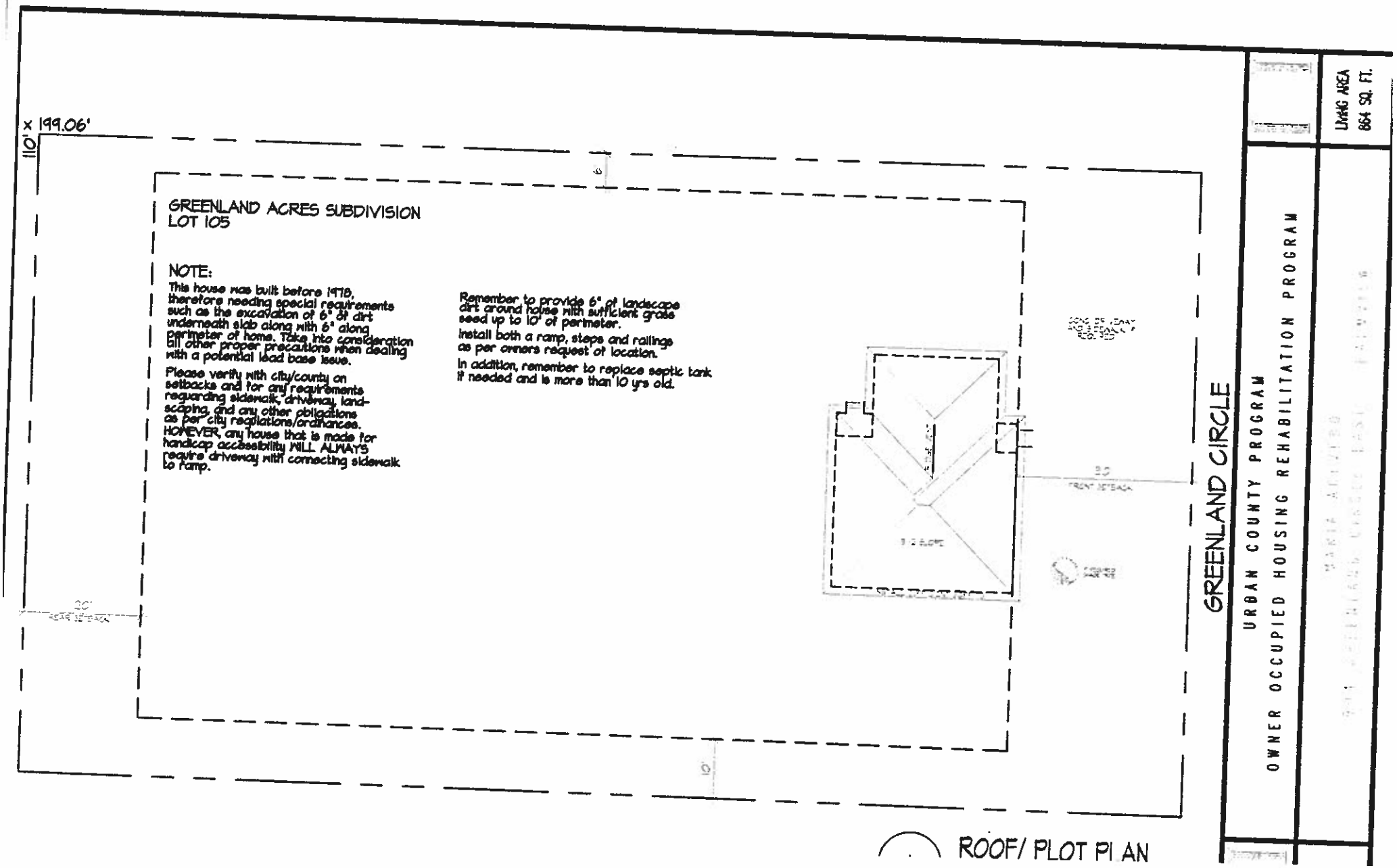


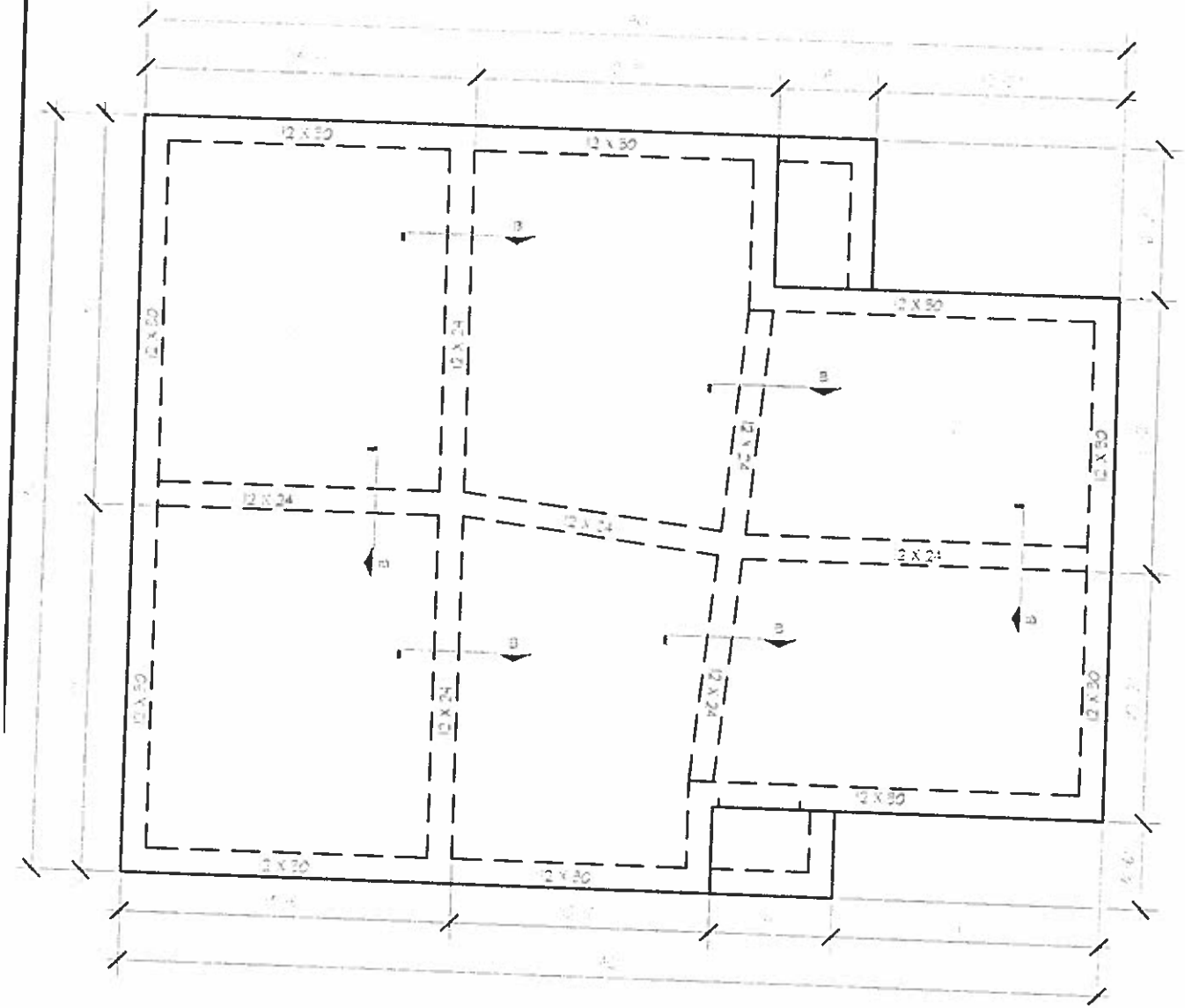
TOTAL AREA
1134 SQ. FT.

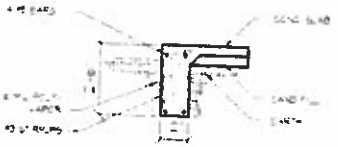
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA ACEVEDO
904 GREENLAND CIRCLE E. - PALMVIEW
956-789-5663

URBAN COUNTY PROGRAM
1916 TESORO BLVD. - PHARR, TEXAS
(956) 787-8127


x 199.06'
110'
GREENLAND ACRES SUBDIVISION
LOT 105
NOTE:
This house was built before 1978, therefore needing special requirements such as the excavation of 6" of dirt underneath slab along with 6" along perimeter of home. Take into consideration all other proper precautions when dealing with a potential lead base issue.
Please verify with city/county on setbacks and for any requirements regarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.
Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
20'
REAR SETBACK
30'
FRONT SETBACK
GREENLAND CIRCLE
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM
LIVING AREA
864 SQ. FT.
ROOF/ PLOT PLAN





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12" X 30" WITH 4 #5 BARS CONT TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN OF 6'-0" DEPTH TO UNDISTURBED SOIL



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12" X 24" WITH 4 #5 BARS CONT TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN OF 6'-0" DEPTH TO UNDISTURBED SOIL

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 6'-0" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12" X 30" WITH 4 #5 BARS CONT TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN OF 6'-0" DEPTH TO UNDISTURBED SOIL

-INTERIOR BEAMS TO BE 12" X 24" WITH 4 #5 BARS CONT TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN OF 6'-0" DEPTH TO UNDISTURBED SOIL

-CORNER BARS AT ALL CORNERS & INTERSECTIONS SIMILAR TO APPLY 6X6 #6 W.R.E. MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL AC-OR BOLTS AT PERIMETER AT 4'-0" O.C.

-USE ONLY COMPACTED SELECTED FILL OR TYP. FIRST FLOOR TO BE 8" FROM TOP OF CURB UNLESS OTHERWISE NOTED

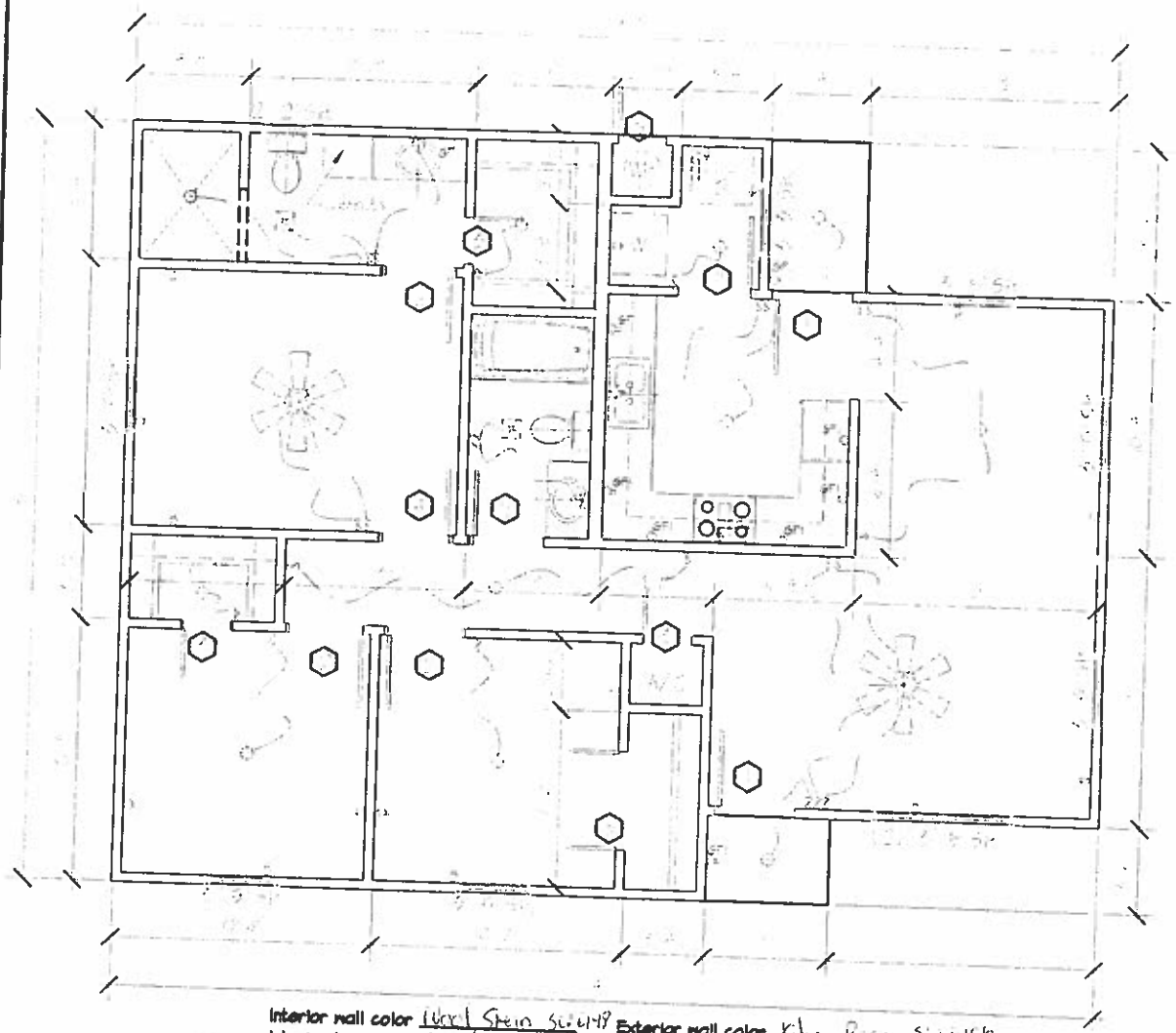
1. FOUNDATION

REF SCALE: N.T.S.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA 1134 SQ. FT.



Interior wall color Wool Skein SW 6148 Exterior wall color Kilim Beige SW 6106
Interior trim color White Exterior trim color Latte SW 6108

SQUARE FOOTAGE

LIVING AREA	1134
PORCH/PATIO	84
TOTAL SQ. FT.	1134

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.		LIGHT SWITCH
GFCI	GFCI RECEPTACLE	T	THERMOSTAT
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	D	SMOKE DETECTOR
	BATHROOM VENT		

DOOR SCHEDULE

DR#	TASK	SIZE	TYPE	LOCKS
	INSTALL NEW 1¾" METAL RATED DOOR	36	METAL W/ FOAM PROFILE THRESHOLD	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW 1¾"	28	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW 1¾"	30	HOLLOW CORE	PASSAGE
4	INSTALL NEW 1¾"	30	HOLLOW CORE	LEVER TYPE PRIVACY
5	INSTALL NEW 1¾"	10-20	HOLLOW CORE	PASSAGE
6	INSTALL NEW 1¾"	36	HOLLOW STEEL	LEVER TYPE ENTRY LOCK W/ DEADBOLT
7	INSTALL NEW 1¾"	30	HOLLOW CORE	PASSAGE

GENERAL NOTES

-[illegible] BLOWN WITH 6" OVERHANG
-[illegible] RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-INSTALL TWO PHONE JACKS AS PER OWNERS REQUEST ALONG WITH CABLE CONNECTIONS.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-PLEASE INSTALL PROPER CONNECTIONS TO ACCOMODATE GAS PROPANE OR ELECTRICAL STOVE.

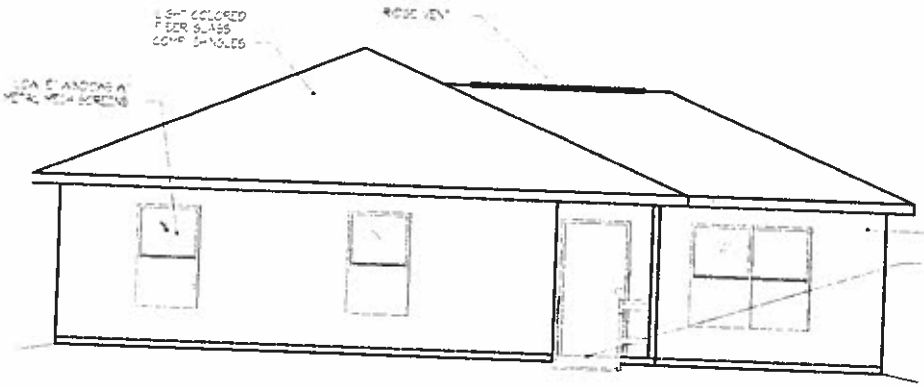
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 20 DAY OF January 2010.

Karen Crouch

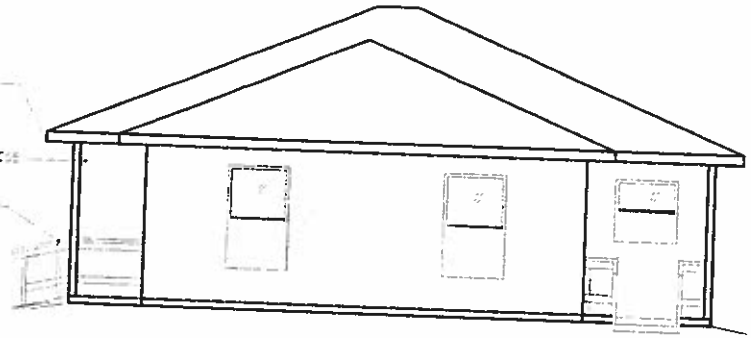
FLOORPLAN

TOTAL AREA 1134 SQ. FT.

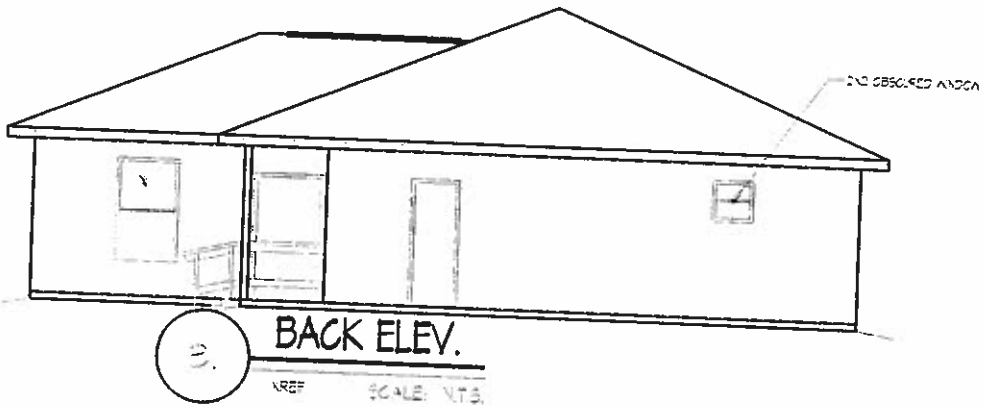
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM



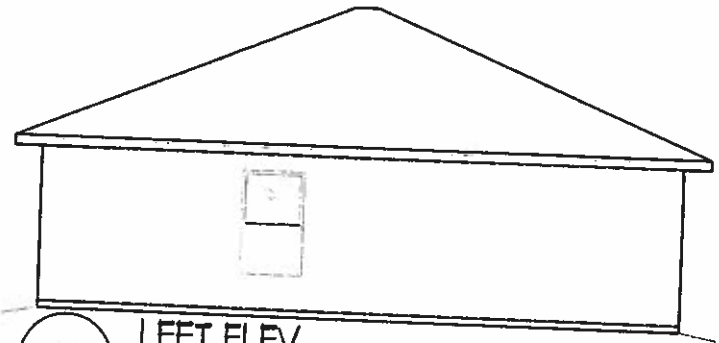
1. FRONT ELEV.
XREF SCALE: N.T.S.



2. RIGHT ELEV.
XREF SCALE: N.T.S.



3. BACK ELEV.
XREF SCALE: N.T.S.



4. LEFT ELEV.
XREF SCALE: N.T.S.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1134 SQ. FT.

SPECIFICATIONS

OWNER (S) MARIA ACEVEDO CASE NO.: CW-85-09-18 DATE: 1/20/11 ADDRESS: 904 Greenland Circle East, Palmview, TX PHONE: 956-789-5663 BY: Lupe Rivera, Jr.

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. INCLUDE CONCRETE SLAB FOR A/C UNIT.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK/ FAUCETS/RELATED PLUMBING.
- CABINET SINK WITH FORMICA COUNTERTOP/ FAUCETS
- SHOWER/TUB WITH RELATED PLUMBING & FIXTURES
- TOILET OF MATCHING COLOR
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH, SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST (SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"2" SPACER.
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CIELINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ " DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS TO HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALLS TO HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP STYLE ROOF WITH 16" OVERHANGS.
- A HIP STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR **(no black shingles**

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS LESS THAN 6" FROM FINISHED FLOOR AND/OR FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.**
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) AND SHOULD BE COMPARABLE IN QUALITY TO SHERWIN WILLIAMS PAINT. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE (2-COATS) AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET
- A KITCHEN FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET FOR EACH BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK,TOILET AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECRICAL INSTALLATIONS & WORK AS PER ELECRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINET AS PER SPECS. (CURTIAN ROD, TOILET PAPER,TOOTHBRUSH & SOAP HOLDER)

16. ACCESS FOR PHYSICAL DISABILITIES:

NONE.

17. HEATING & A/C:

*PROVIDE & INSTALL A 14 SEER CENTRAL AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE.* INSTALL DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS. ALL WIRED IN SERIES.

19. GENERAL NOTES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EACH BDRM & LIVING ROOM. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE WITH SPECIFICATIONS DEPICTED IN FIGURE 25, PG 117OF YOUR CONTRACTOR'S MINIMUM SPECIFICATIONS BOOK.

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION. INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

NAME OF APPLICANT

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

HIDALGO COUNTY PURCHASING DE__TMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: March 30, 2011 Bid Opening Time: 9:30 am

Description of Bid: Demolition & Reconstruction of One (1) Unit in the city of La Villa, one (1) unit in the city of Elsa, two (2) units in the city of Mercedes, along with two (2) units in the county wide area

GRANT#: M-09-UC-48-0501

QUALITY INVESTMENTS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	BERNAL	$44,499.99	BB INCLUDED
2	PRESAS	$43,999.99	BB INCLUDED
3	GUZMAN	$44,499.99	BB INCLUDED
4	GUERRA	$45,999.99	BB INCLUDED
5	BARCO	$47,499.99	BB INCLUDED
6	ACEVEDO	$53,679.99	BB INCLUDED

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	BERNAL	$42,390.00	BB INCLUDED
2	PRESAS	$42,390.00	BB INCLUDED
3	GUZMAN	$42,400.00	BB INCLUDED
4	GUERRA	$42,390.00	BB INCLUDED
5	BARCO	$44,390.00	BB INCLUDED
6	ACEVEDO	$52,240.00	BB INCLUDED

DE LEON CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	BERNAL	NO BID	N/A
2	PRESAS	$41,890.00	BB INCLUDED
3	GUZMAN	$41,890.00	BB INCLUDED
4	GUERRA	NO BID	N/A
5	BARCO	NO BID	N/A
6	ACEVEDO	$48,999.99	BB INCLUDED

De Leon ✓ E.W.

41,890.00+
41,890.00+
48,999.99+
003
132,779.99+

A & G ✓ E.W.

42,390.00+
42,390.00+
44,390.00+
003
129,170.00+

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED

OP ID: NP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/11/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mission/Duncan Ins Agency P O Box 753 Mission, TX 78573-0753 Sylvia Wolf 956-581-2183 956-581-4226	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DELEO-1
INSURED De Leon Electric & Constr Hugo De Leon 1419 N Uvalde Street Alton, TX 78573	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Atlantic Casualty Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC			L086025755	04/30/11	04/30/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 500,000 $ 500,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Electrical & Construction.

CERTIFICATE HOLDER

URBANCO

Urban County Program
Hidalgo County
1916 Tesoro Blvd
Pharr, TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joe Rasland

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ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/17/2011

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RENE GARZA JR
G & G CONTRACTORS
5125 S HWY 281 STE 3
EDINBURG, TX 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE CO	
INSURER B: TEXAS COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INS CO	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	163911	03/14/11	03/14/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	604891354	03/14/11	03/14/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	003002117	03/15/11	03/15/12	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

AI-26624 **9.A.**

TIRZ Payment

CC CONSENT

Date:	05/17/2011
Submitted By:	Maria Medina, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Discussion, consideration and approval to issue TIRZ payment for tax year 2010 in the amount of $1,716,679.48 to the City of Mission pursuant to the interlocal agreement between the City of Mission, Hidalgo County, and Tax Increment Reinvestment Zone No. 1 and 2, City of Mission.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: TIRZ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 04:24 PM	APRV
2	Erika Zamora	Erika Zamora	05/12/2011 11:21 AM	APRV
3	Auditor's Office	Arcilia Duran	05/12/2011 11:24 AM	APRV

Form Started By: Maria Medina Started On: 05/11/2011 03:24 PM

Final Approval Date: 05/12/2011

THE STATE OF TEXAS

COUNTY OF HIDALGO

(43)
58086

AGREEMENT

I. PARTIES

A. Address

THIS AGREEMENT ("Agreement") is made by and between the CITY OF MISSION, TEXAS ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in the County of Hidalgo, acting by and through its governing body, the City Council; HIDALGO COUNTY ("County"), located at 100 E. Cano, Edinburg Texas 78539; and the REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS (the "Reinvestment Zone"), a reinvestment zone created by the City of Mission pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Section 311.013 of the Texas Tax Code, which Section permits a taxing unit to enter into agreements to pay into the tax increment fund any of its tax increment produced from property located in a reinvestment zone.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

City	County	The Reinvestment Zone
City Manager or Designee City of Mission, Texas 900 Doherty Mission, Texas 78752	Hidalgo County Attention County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539	Reinvestment Zone Number One, City of Mission, Texas Attention: Chairman c/o Mission Economic Development Authority PO Box 968 Mission, Texas 78573-0968

201 E. 8th Street Mission, TX 78757

X6

B. Index

The City, the County and the Reinvestment Zone hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

Section/Description	Page
I. PARTIES	1
II. DEFINITIONS	5
III. BACKGROUND	6
IV. OBLIGATIONS OF THE COUNTY	6
V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE	8
VI. TERM AND TERMINATION	8
VII. MISCELLANEOUS	8

Exhibit "A" - City of Mission Ordinance No. 2683

Exhibit "B" – City of Mission Resolution No. 1022

C. Parts Incorporated

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

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IN WITNESS HEREOF, the City, the County and the Reinvestment Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF MISSION, TEXAS,
a home rule municipality

4-8-02
City Mayor Date

ATTEST:

Mona Martinez 4-9-02
City Secretary Date

(SEAL)

COUNTERSIGNED:

4/8/02
City Manager Date

APPROVED AS TO FORM:

4/8/02
City Attorney Date

HIDALGO COUNTY

County Judge Date

Sylvia Obando 3/19/02
Commissioner Date

3/19/02
Commissioner Date

3-26-2002
Commissioner Date

Commissioner Date

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.
By: 3-26-02
Attorney Date

X6-B

REINVESTMENT ZONE NUMBER ONE.
CITY OF MISSION, TEXAS

By: _____
Title: Chairman, Board of Directors, Date

ATTEST/SEAL:

By: _____
Title: Secretary, Board of Directors, Date

[The remainder of this page is intentionally left blank.]

X6-C

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Administrative Costs" means the costs of organizing the Reinvestment Zone, the costs of operating the Reinvestment Zone and the imputed administrative costs associated with the Reinvestment Zone incurred by the City in connection with the implementation of the project plan.

"Agreement" means this agreement between the City, the County and the Reinvestment Zone.

"Agreement Term" is defined in Section VI.

"Captured Appraised Value" means the captured appraised value of the Reinvestment Zone as defined by Chapter 311, Texas Tax Code.

"City" is defined in Section I of this Agreement and includes its successors and assigns.

"Countersignature Date" means that date shown as the date countersigned by the City Manager on the signature page of this Agreement.

The "County" is defined in Section I of this Agreement and includes its successors and assigns.

The "County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Reinvestment Zone pursuant to Subsections A and B of Section IV of this Agreement.

"Project Plan" means the project plan and reinvestment zone financing plan for the Reinvestment Zone adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City.

"Reinvestment Zone" means Reinvestment Zone Number One, City of Mission, Texas created by the City on September 24, 2001, by Ordinance No. 2683, attached as Exhibit A" and as enlarged by the City on December 10, 2001, by Resolution No. 1022, attached as Exhibit "B" and includes its successors and assigns.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone.

XII-D

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, as applicable.

III. BACKGROUND

The City created and enlarged the Reinvestment Zone by Ordinance No. 2683, adopted September 24, 2001 and by Resolution No. 1022, adopted December 10, 2001, for the purposes of development and redevelopment in the area of the Reinvestment Zone. The City will deposit tax increments produced in the Reinvestment Zone in the Tax Increment Fund. The County desires to participate in the Reinvestment Zone in consideration for the agreements set forth below.

The County received written notice from the City of the City's intent to establish the Reinvestment Zone. Such notice was not received more than sixty (60) days before the public hearing on the creation of the Reinvestment Zone, however, the County has agreed to waive this requirement as provided for in 311.003(e) of the Texas Tax Code.

IV. OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the County

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Reinvestment Zone by contributing the below listed amounts of the tax increment produced in the Reinvestment Zone attributable to the County to the Tax Increment Fund during the term of this Agreement (the "County Tax Increment Participation").

The amount in the years 2002 through 2030 is the amount of taxes collected by the County in each of such years at a County tax rate of $0.5095100 per $100 valuation on the Captured Appraised Value. If the County tax rate is less than $0.5095 during such period, then the County Tax Increment Participation is the total amount of taxes collected by the County at the actual tax rate of the County on

X6.E

the Captured Appraised Value. Taxes collected during such period by result of a County tax levy at a tax rate greater than $0.5095 shall be retained by the County.

The County's Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone in the amount shown above. The County shall not be obligated to pay its County Tax Increment Participation from other County taxes or revenues or until the County Tax Increment Participation in the Reinvestment Zone is actually collected. The obligation to pay the County Tax Increment Participation shall accrue as taxes representing the County tax increment are collected and payment shall be due on the first day of each calendar quarter.

As provided for in ' 311.013(d), the County is not required to pay a tax increment into the tax increment fund of the Reinvestment Zone after September 24, 2004 unless the following conditions exist or have been met prior to September 24, 2004:

(1) bonds have been issued for the Reinvestment Zone under ' 311.015 of the Texas Tax Code;

(2) the City has acquired property in the Reinvestment Zone pursuant to the project plan; or

(3) construction of improvements pursuant to the project plan has begun in the Reinvestment Zone.

B. Expansion of the Investment Zone

The obligation of the County to participate in the Reinvestment Zone is limited to the area described in Exhibit "A" and Exhibit "B" attached hereto. The County's participation shall not extend to the tax increment on any additional property added to the Reinvestment Zone by the City unless the County approves the participation.

C. Board of Directors

X6-F

The County has the right to appoint one (1) member on the Reinvestment Zone Board of Directors.

V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE

A copy of the Reinvestment Zone Project Plan and any amendments thereto shall be provided to the County before any such plan is finally approved by the Reinvestment Zone.

VI. TERM AND TERMINATION

A. Agreement Term

This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect until December 31, 2030. The first payment of the County Tax Increment Participation shall be for those taxes levied by the County in the year 2002 and the last payment by the County under this Agreement is for those taxes levied by the County in the year 2030.

B. Early Termination

The City shall not adopt an ordinance terminating the Reinvestment Zone earlier than the duration of the Zone established in Ordinance No. 2683, without the prior consent of the County, provided that the Reinvestment Zone may otherwise terminate by operation of law.

C. Disposition of Tax Increments

Upon termination of the Reinvestment Zone, if all public improvements in the Project Plan have been constructed and financed and if all Reinvestment Zone debt is paid in full, the City and the Reinvestment Zone shall pay to the County all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation.

VII. MISCELLANEOUS

A. Severability

X10-G

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the County, the City or the Reinvestment Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's contributions or participation, then this Agreement shall be void as to the County and the County shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. **Entire Agreement**

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. **Written Amendment**

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. **Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

E. **Non-Waiver**

XG-H

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

F. Assignment -

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties.

No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or of any trustee, officer, agent or employee of the County.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

16-I

AI-26564 **10.A.**

Certification of Workers' Compensation Claims paid by Tristar Risk Management

CC CONSENT

Date:	05/17/2011
Submitted By:	Flora Vazquez, HEALTH BENEFITS
Department:	HEALTH BENEFITS
Agenda Category:	Budget and Management

Information

CAPTION

Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $55,666.98 for the period of April 16-30, 2011 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: Invoice

Link: By Organization

Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/09/2011 01:20 PM	APRV
2	Olga Garza	Olga Garza	05/12/2011 04:32 PM	APRV
3	Auditor's Office	Arcilia Duran	05/12/2011 03:25 PM	NEW

Form Started By: Flora Vazquez Started On: 05/09/2011 11:29 AM

Final Approval Date: 05/12/2011

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

May 2, 2011

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 87028

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 4/16-4/30/11 (Check#506169-506321) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	55,666.98
TOTAL CURRENT CHARGES	$ 55,666.98
Previous Balance Due	$ 58,457.32

Payments and Credits

04/28/11	Payment received - thank you	58,457.32CR
	Total Payments and Credits	$ 58,457.32CR
	Total Balance Due	$ 55,666.98

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 4/16-4/30/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
					Alternate Organization 1 Total: 2					15.70
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total: 128					12,251.08
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total: 460					43,400.20
					Grand Total: 590					55,666.98

HIDALGO COUNTY BUDGET OFFICE/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT FOR THE PERIOD OF: **April 16-30, 2011.**

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of $ 55,666.98.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses paid: 04/16-30/2011 (Check# 506169-506321)

1).	Hidalgo County	$ 43,400.20
2).	Hidalgo County Headstart Program	$ 12,251.08
3).	Community Service Agency	$ 00.00
4)	Drainage District #1	$ 15.70

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 55,666.98
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of May 17, 2011

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 94,333.02

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstar Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Nora Vazquez — 05/09/2011
Employee Benefits Manager — Date

Dept. of Budget & Management Budget Officer — 05/12/2011 Date

Commissioner's Court Approval — Date

AI-26548 **11.A.**

Maintenance Renewal Agreements

CC CONSENT

Date:	05/17/2011
Submitted By:	Blanca Mayorga, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Cooperative Agreements:
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.;

2. Information Technology Department:
a. Requesting authority for the renewal support agreement through our membership/participation with (DIR) Department of Information Resources awarded vendor Dell Marketing LP DIR-SDD-890 in the amount of $2,385.33, through requisition #194804, effective upon approval. (1-1100-415-00-200-002-0-336);

b. Requesting authority to enter into a one (1) year premium plus maintenance renewal agreement with "Office Communications Systems, Inc." dba Toshiba Business Solutions for $768.00/year for the Hidalgo County IT Department from March 29, 2011 - March 28, 2012 thru requisition #194814. (1-1100-415-00-200-001-0-432);

c. Requesting authority for the renewal maintenance agreement through our membership/participation with (DIR) Department of Information Resources awarded vendor SHI Government Solutions, Inc. DIR-SDD-1009 through requisition #195206 in the amount of $1,053.00, effective upon approval. (1-1100-415-00-200-002-0-336);

3. Tax Office/Assessing Department:
a. Requesting authority to enter into a 12-month renewal fax service agreement and authority to execute required agreement for model: Canon-LC-2050P serial #UZX78354 with Copy Graphics, Inc. through requisition #194822 in the amount of $195.00/year, effective: 6/3/2011 - 6/2/2012. (1-1100-415-15-140-001-0-432);

Tax Office/San Juan Office:
b. Requesting authority to enter into a 12-month renewal fax service agreement and authority to execute required agreement for model: Canon-LC-2050P serial #UZX78351 with Copy Graphics, Inc. through requisition #194822 in the amount of $195.00/year, effective: 6/3/2011 - 6/2/2012.(1-1100-415-15-140-001-0-432);

Tax Office/Mission Tax Department:
c. Requesting authority to enter into a 12-month renewal fax service agreement and authority to execute required agreement for model: Canon-LC-2050P serial #UZX78565 with Copy Graphics, Inc. through requisition #194834 in the amount of $195.00/year, effective: 6/30/2011 - 6/29/2012. (1-1100-415-15-140-001-0-432);

Tax Office/Mission Auto License Department:
d. Requesting authority to enter into a 12-month renewal fax service agreement and authority to execute required agreement for model: Canon-LC-2050P serial #UZX78564 with Copy Graphics, Inc. through requisition #194834 in the amount of $195.00/year, effective: 6/30/2011 - 6/29/2012.(1-1100-415-15-140-001-0-432);

Tax Office/Edinburg Auto License Department:
e. Requesting authority to enter into a 12-month renewal fax service agreement and authority to execute required agreement for model: Canon-LC-2050P serial #UZX78561 with Copy Graphics, Inc. through requisition #194834 in the amount of $195.00/year, effective: 6/30/2011 - 6/29/2012.(1-1100-415-15-140-001-0-432):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y
BUDGETARY IMPACT:
IT COUNTYWIDE-COMPUTER SERVICES
$2,385.33 available funds in req#194804 as of 05-12-11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-001-0-432
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y
BUDGETARY IMPACT:
INFO TECH DEPT-EQUIP&VEH R&M SRV
$1,768.00 available funds in req#194814 as of 05-12-11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y
BUDGETARY IMPACT:
IT COUNTYWIDE-COMPUTER SERVICES
$1,053.00 available funds in req#195206 as of 05-12-11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-432

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

BUDGETARY IMPACT:

TAX OFF-EQUIP&VEH R&M SRV
$390.00 available funds in req#194822 as of 05-12-11.
For items 3a & b on caption.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-432

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

BUDGETARY IMPACT:

TAX OFF-EQUIP&VEH R&M SRV
$585.00 available funds in req#194834 as of 05-12-11.
For items 3a & b on caption.

Attachments

Link: Revised Exhibit A

Link: Dream Ranch Office Supplies

Link: World Wide Imaging Supplies

Link: Dell

Link: Office Communications Systems, Inc.

Link: SHI Government Solutions

Link: Copy Graphics_#194822

Link: Copy Graphics #194834

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/10/2011 03:44 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 08:22 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/12/2011 03:15 PM	APRV
4	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Blanca Mayorga Started On: 05/06/2011 01:49 PM

Final Approval Date: 05/12/2011

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
12/13/2010	Chemsearch, A Div Of NCH	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
5/17/2011	***Dream Ranch Office Supplies(CartridgeWorld)***	**Office Paper & Toner Products**	**369-11**	**5/1/2011 – 4/30/2014**
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 to 5/31/2011
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012

	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
	John Deere Landscapes	Grounds Maintenance Equip. & Irrigation Products & Installation	292-08	6/1/2008 - 5/31/2011
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
	Moore Medical LLC	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
9/14/2010	Moridge Manufacturing, Inc.d/b/a Grasshopper	Grounds Maintenance Equipment/Irrigation Products & Installation	292-08	6/1/2008-5/31/2011
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
11/2/2010	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/16/2010	School Health Corporation	First Aid Supplies and Equipment	294-08	6/1/2008-5/31/2011
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Toshiba Business Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
5/17/2011	***World Wide Imaging Supplies***	**Office Paper & Toner Products**	**369-11**	**05/1/2011 – 04/30/2014**

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-6/2011
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-6/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
8/31/2010	BDI Pharma Inc.	Vaccines & Biologicals	269-A2	01/2007-5/2011
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2011
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2011
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-6-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2011
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
	Kyocera Konica Mita America Inc. – Minolta	Photocopiers-Rental Renewal Only	985-A5	9/2002-8/2011
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 6/2011
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-6/2011
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1	11/2006-8/2011
	Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6	9/2005-8/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1	11/2008-8/2011 11/2006-8/2011
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-4/2011
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-5/2011
10/19/10	Precision Delta Corp.	Police Equipment & Accessories	680-A1	1/2010-10/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011

	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 6/2011
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2011
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-5/2011 3/2010-2/2012
	Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6	9/2005-8/2011
9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/6/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 6/2011
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 6/2011
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601 890	1/13/2013
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	9/28/2011
12/28/2010 6/29/2010	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	508 592 673 1364	5/10/2011
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	236 235 838 1369	5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	
	Cima Solutions Group	Software	292	

	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509	
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/2011-7/17/2013
	DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513	
	Daptiv/CIMA	Software Supplies & Services	841	
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014	
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010 3/15/2011	Environmental Systems Res. Institution	Software 1/5/2011 Product and Services	492 1637	3/3/2011-3/3/2015
	Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223	
	Insight	Computer Equipment, Software, Components, Peripherals & Software	223	
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	264 1469 1585	 10/22/2014 8/17/2011-8/17/2014
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
2/8/2011	Sprint Solutions, Inc.	Tele-Wireless Data and Wireless/Cellular	611	11/19/2011
	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011
	Votec	Software	937	2/27/2011-2013
6/29/2010	Xerox	Products & Services	515	

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-711030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-7/31/2011
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-8/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-5/3/2011
3/22/2011	Copy Graphics Inc	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2001-9/30/2011
1/25/2011	DMI Furniture, Inc.	Office Furniture	5-7110220	5/24/2005-5/6/2011
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
	Ergogenesis, LLC	Office Furniture	3-7110470	8/22/2003-9/30/2011
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2011
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-711020	10/9/2008 – 6/24/2013
05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013

	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 8/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-04/30/2011
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-6/30/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-6/30/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2011

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2011
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
3/29/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-4747	11/30/06-5/31/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017

05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/24/2009-4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
9/21/2010	Phonetics Inc. dba Sensaphone, Inc.	Computer Equipment, Software, Components, Peripherals & Software	GS-07F-9463S	4/30/2011
	Tactical Gear Now, Inc.		GS-07F-5508R	
6/29/2010	Galls/Aramark		GS-07F-0157M	

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	

	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2011/4
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2011 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	12020-PBI	12/18/2013

***Denotes: New Vendor added for approval**

□**Contract Renewed**

Consent #26548 5/17/11

Vendor Contract Information

Proposal Documents | Back

Vendor: Dream Ranch Office Supplies (Cartridge World)
Address: 11614 Jim Christal
Krum, TX 76249
Phone: (940) 591-6565
Contact: Sheri de Wet
Email: sheri@dreamranchtx.com
Federal ID: 27-0077967
HUB Vendor: Yes
Small Business: Yes
Women Owned Business:
Yes
Accepts RFQs: Yes
Contract: Office Paper & Toner Products #369-11
Effective Date: 5/1/2011
Expiration Date: 4/30/2014
Payment Terms: Net 30 days
Delivery Days: 2
Shipping Terms: Free Freight
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
940S916565
Regions Served: All Texas Regions
States Served: All States
Return Policy: 100% guaranteed product.

[Log Out]

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Consent #26548 5/17/11

Vendor Contract Information

Proposal Documents

Back

Vendor: World Wide Imaging Supplies
Address: PO Box 591220
San Antonio, TX 78259
Phone: (866) 497-4617
Contact: Jesse Ayon
Email: Jesse@WorldWideImagingSupplies.com
Website: www.worldwideimagingsupplies.com
Federal ID: 20-4994012
HUB Vendor: Yes
Minority Owned Business: Yes
Women Owned Business: Yes
Accepts RFQs: Yes
Contract: Office Paper & Toner Products #369-11
Effective Date: 5/1/2011
Expiration Date: 4/30/2014
Payment Terms: Net 30 days
Delivery Days: 5
Shipping Terms: Free Freight
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number: 369-11
Regions Served: All Texas Regions
States Served: All States
Return Policy: Limited warranty

[Log Out]

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Requisition

Req # 00194804

PO #

Date: 05/03/11

Consent #26548 5/17/11

Bill To: x
x

Vendor : 178136

DELL MARKETING L.P.
C/O DELL USA LP
P.O. BOX 676044
DALLAS TX 75267-6044
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-890

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE: JXC11041100-R02 DIR-SDD-890		
		DO NOT DUPLICATE ORDER		
1.00	EACH	EPS MANAGER #2629620 S-DSS-EPS-MGR-1YR	190.53	190.53
15.00	EACH	EPS REMOTE SERVERS #2629621 S-DSS-SPS-SVR-1YR	146.32	2,194.80
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-336	2,385.33	
			Freight	.00
			Total	2,385.33
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Dell Customer Confidential

Quotation

Quote Number: JXC11041101-R02
Quote Expires: May 20, 2011

Celeste Williams
Inside Account Manager
850 Asbury Dr.
Buffalo Grove, IL 60089
P: (847) 465-3700
F: (866) 549-8212
Celeste_Williams@Dell.com

Customer: TX-L COUNTY OF HIDALGO
Contact: Stan Ramos III
Customer # : 321907
Phone: (956) 292-7010
Fax:
E-mail stan.ramos@co.hidalgo.tx.us
Date of Issue: Apr 26, 2011

REQ. 194804

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Part #	Mfg #	Quantity	Unit Price	Ext. Price
EPS MANAGER	2629620	S-DSS-EPS-MGR-1YR	1	$190.53	$190.53
EPS REMOTE SERVERS	2629621	S-DSS-EPS-SVR-1YR	15	$146.32	$2,194.80

Notes:
DIR-SDD-890

Product Sub Total	**$2,385.33**
Grand Total	**$2,385.33 USD**

Quote Prepared By: Celeste Williams

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.

2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.

3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.

4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.

5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.

6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Rev 12/20/2007

Requisition

Req # 00194814

PO #

Date: 05/03/11

Consent #26548 5/17/11

Bill To: x
x

Vendor : 27057

OFFICE COMMUNICATIONS SYSTEMS, INC.
10231 KOTZEBUE
SAN ANTONIO TX 78217

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: RUBEN
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		IT DEPT, CONTRACT NO. 340497-003		
		DO NOT DUPLICATE ORDER		
1.00	YEAR	MAINT. CONTRACT (29MAR11-28MAR12) COVERING PARTS, LABOR AND TONER; UNIT ID: 33585	768.00	768.00
4.00	QTR	ANTICIPATED EXP. FOR OVERAGE REPRODUCTION (OVERAGE FEES: $ .011300 FOR BLACK COPIES AND $ .1100 FOR COLOR COPIES).	250.00	1,000.00
		Account No	Encumbrance	
		1-1100-415-00-200-001-0-432	1,768.00	
			Freight	.00
			Total	1,768.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

REQ: 194814

PREMIUM PLUS MAINTENANCE AGREEMENT

TOSHIBA BUSINESS SOLUTIONS *Texas*

10231 Kotzebue | San Antonio, TX 78217 | Phone: 210.357.2600 | Fax: 210.357.2630

Sales Representative: Mike Sund

CONTRACT NUMBER	EFFECTIVE DATE
340497-003	3/29/2011

CUSTOMER INFORMATION

Customer Name: HIDALGO COUNTY OF
Bill to Number: 514041/15
Attention: Ruben Flores
Address: COMPUTER DEPARTMENT 4TH FLOOR
Address 2: 100 E CANO
City, State: EDINBURG, TX
Zip: 78539
Phone #: (956) 292-7000
Ext. 6018
Fax #: (956) 292-7013
Email: ruben.flores@co.hidalgo.tx.us

Customer Name: HIDALGO COUNTY OF
Ship to Number: 340497
Attention: Ruben Flores
Address: COMPUTER DEPARTMENT 4TH FLOOR
Address 2: 100 E CANO
City, State-Zip: EDINBURG, TX 78539
Phone #: (956) 292-7000
Ext. 6018
Fax #: (956) 318-2152
Email: ruben.flores@co.hidalgo.tx.us

Select One: ○ This contract will begin on the date of Equipment installation. ○ This contract will begin after a _____ - day warranty period.

EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

	Main Unit ID #	Main Unit Model #	Main Unit Serial #	Meter Read (Beginning)	Service Included in Lease	Term of Lease (# of Months)
1	33585	ESTUDIO281C	CDA617958	Black: 99,075 Color: 35,437	☐ Yes ☐ No	n/a
2					☐ Yes ☐ No	n/a
3					☐ Yes ☐ No	
4					☐ Yes ☐ No	

SUPPLY INCLUSIVE ITEMS

	Cartridge	Drum	Staples	Toner	Other (Please Specify)
1	n/a	Yes	n/a	Yes	Developer
2					
3					
4					

TRANSACTION TERMS

This contract will bill a minimum charge of $768.00 every - SELECT ONE: ☐ Month ☐ Quarter ☑ Year

The contract includes 60,000 BLACK copies / prints every: ☐ Month ☐ Quarter ☑ Year

An overage charge of $0.011300 will be charged for EACH excess BLACK copy / print.

The contract includes 0 COLOR copies / prints every: ☐ Month ☐ Quarter ☑ Year

An overage charge of $0.110000 will be charged for EACH excess COLOR copy / print.

Comments: Contract renewal pricing for 03/29/2011 to 03/28/2012.

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, Toshiba agrees to perform maintenance service in accordance with the following terms and conditions:

1) Toshiba will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, exclusive of holidays. Standard overtime rates of $185 per hour with a 2-hour minimum apply for all other times.

2) The term of this agreement will be for 1 (one) year or the designated number of copies. If this is a Designated Number of Copies billing option this contract may expire before the end of one year. This agreement will automatically renew at the end of the term and thereafter at the then prevailing rates, or as otherwise stated or agreed, unless cancelled by either party by providing written notice at least 30 days prior to the expiration date.

3) This agreement does NOT cover:

a. Service necessitated by the malfunction of Non-Original Manufacture's Equipment parts, supplies, attachments, or supplies not authorized by Toshiba.
b. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
c. Exterior hardware including: doors, covers, hinges, operational panel, stands, wheels castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged.
d. Exterior or add-on copy counting or monitoring devices.
e. Major in-shop rebuilding for machines that have exceeded their manufacturer recommend life.
f. Circuit board failures unless an UL1449 or Toshiba approved surge protection device is installed inline with the listed equipment.
g. Replacement or repair of any network devices not directly involved with the walk-up copying process. (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboard, networking harnessing or cards.) A separate service agreement may be purchased for the items listed in 3) g.

4) Customer agrees to:

a. Provide suitable electrical service and maintain proper environmental conditions.
b. Pay for the special servicing that may be required to prepare the equipment for the movement or to reinstall and adjust after a movement.
c. Provide Toshiba with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
d. Pay additional n/a cents per scan, when scans exceed agreement minimum or actual print usage.
e. Pay for freight and special shipping charges when requesting parts and/or supplies.
f. Pay for any charges outside the scope of this Premium Plus Agreement.

5) The consumption of supplies provided in inclusive contracts, including toner or developer, exceeding 10% of the normal volume yield rate shall be chargeable at normal supply rates less a 15% discount.

6) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or Toshiba technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

7) Toshiba is not responsible for delays or service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Customer agrees to pay for any freight or special shipping charges when Customer requests emergency requisition of parts or supplies.

8) This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. Toshiba may apply any unused portion of the annual maintenance charges toward future purchases with Toshiba.

9) Toshiba may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for services rendered, products sold or unpaid meter billings of more than 30 days from date of invoice. Past due balances will be assessed a 10% late fee.

10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force or acts of nature, and any loss or damage occurring from uncontrollable circumstances. Services performed under these conditions will be chargeable outside of this agreement.

11) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth in writing herein have been made or have been relied in the making of this agreement.

ACCEPTANCE (Must be signed by Director of Service Operations or an authorized Service Contract representative to be a valid contract.)

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and Toshiba, it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions Texas	Company Name: HIDALGO COUNTY OF
Name: M.A. Sund	Name: _____ (Please Print Name) Title: X
Signature: _____	Signature*: X (Authorized Representative) Date: X

***This contract is not valid without an authorized signature.**

Requisition

Req # 00195206

PO #

Date: 05/09/11

Consent #26548 5/17/11

Bill To: x
x

Vendor : 287199

SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-1009

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1009 QUOTE # 4281884		
		DO NOT DUPLICATE ORDER		
1.00	EACH	DXPERIENCE ENTERPRISE SUBSCRIPTION WITH SOURCE RENEWAL DEVEXPRESS PART # NONE NOTE: (2) YEAR MAINTENANCE RENEWAL	1,053.00	1,053.00
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-336	1,053.00	
			Freight	.00
			Total	1,053.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

From: Shennia_Goss@gs.shi.com [mailto:Shennia_Goss@gs.shi.com]
Sent: Monday, May 09, 2011 3:43 PM
To: edna.kirby@co.hidalgo.tx.us
Subject: SHI Quote 4281884, Devexpress

Pricing Proposal
Quotation #: 4281884
Created On: 2/3/2011
Valid Until: 5/31/2011

HIDALGO COUNTY

Stan Ramos
100 E. Cano 4th floor
Edinburg, TX 78539
United States
Phone: (956) 292-7010
Fax: (956) 318-2152
Email: stan.ramos@co.hidalgo.tx.us

Lead Inside Account Manager

Shennia Goss
1301 South Mo-Pac Expressway
Suite 375, Austin, TX, 78746
Phone: 1800-870-6079
Fax: 512-732-0232
Email: Shennia_Goss@gs.shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	DXperience Enterprise Subscription with source Renewal Devexpress - Part#: None **Note:** (2) year maintenance renewal	1	$1,053.00	$1,053.00
			Total	$1,053.00

Additional Comments

DIR-SDD-1009

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Requisition

Req # 00194822

PO #

Date: 05/03/11

Consent
26548
5/17/11

Bill To: x
x

Vendor : 78174

COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: ASSG/SAN JUAN
956-289-7472

Contract No:

Special Instructions:
C-104

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ASSESSING DEPT (UZX783540) SAN JUAN OFFICE (UZX78351) DO NOT DUPLICATE ORDER		
.00	EACH	SERVICE AGREEMENT FOR THE FOLLOWING FAX MACHINES:	.00	.00
1.00	YEAR	LOCATION: 2802 S BUS HWY 281 EDINBURG - ASSESSING DEPT SERIAL# UZX78354 MODEL: CANON-LC-2050PASSET# 51017	195.00	195.00
1.00	YEAR	LOCATION: 509 E EARLING RD SAN JUAN OFFICE SERIAL# UZX78351 MODEL: CANON LC-2050P ASSET# 51016	195.00	195.00
.00	EACH	EFFECTIVE DATES: JUNE 3, 2011 THROUGH JUNE 2, 2012	.00	.00
		Account No	Encumbrance	
		1-1100-415-15-140-001-0-432	390.00	
			Freight	.00
			Total	390.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req# 194822

ORIGINAL

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office Cust# 1370

Physical Address 2802 S Business Hwy 281 Billing Address PO Box 178

City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78540

Phone/Fax 956-289-7472 / 956-318-2130 Phone/Fax 956-289-7472 / 956-318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P Serial: **UZX78354**

Options: _____ Serial: _____

Rate: $ 195.00 per year.

Effective dates of agreement from 06/03/2011 to 06/02/2012.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE

Authorized Signature Title

Print Name

Ana Escobar 5/2/11

Copy Graphics, Inc. Representative Date

Req# 194822
ORIGINAL

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office-San Juan Cust# 1370-1

Physical Address 509 E Earling Rd Billing Address PO Box 178

City/State/Zip San Juan, TX 78589 City/State/Zip Edinburg, TX 78540

Phone/Fax 956-283-1645 / _____ Phone/Fax 956-289-7472 / 956-318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P Serial: **UZX78351**

Options: _____ Serial: _____

Rate: $ 195.00 per year.

Effective dates of agreement from 06/03/2011 to 06/02/2012.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE _____ _____
Authorized Signature Title

_____
Print Name Ana Escobar

Copy Graphics, Inc. Representative 5/2/11 Date

Requisition

Req # 00194834

PO #

Date: 05/03/11

Consent # 26548 5/17/11

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: EDBG/MSSN
956-289-7472

Contract No:

Special Instructions:
C-105

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		EDINBURG AUTO LICENSE AND MISSION TAX & AUTO DEPTS DO NOT DUPLICATE ORDER		
.00	EACH	SERVICE AGREEMENTS FOR THE FOLLOWING LOCAITONS:	.00	.00
1.00	YEAR	LOCATION: 722 N BREYFOGLE MISSION TAX DEPT SERIAL# UZX78565 MODEL: CANON LC-2050P ASSET# 51016	195.00	195.00
1.00	YEAR	LOCATION: 722 N BREYFOGLE MISSION AUTO LICENSE DEPT SERIAL# UZX78564 MODEL: CANON LC- 2050P ASSET# 51107	195.00	195.00
1.00	YEAR	LOCATION: 2802 S BUS HWY 281 EDINBURG AUTO LICENSE DEPT SERIAL# UZX78561 MODEL: CANON LC-2050P ASSET# 51108	195.00	195.00
.00	EACH	EFFECTIVE DATES: JUNE 30, 2011 THROUGH JUNE 29, 2012	.00	.00
		Account No	Encumbrance	
		1-1100-415-15-140-001-0-432	585.00	
			Freight	.00
			Total	585.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req# 194834

ORIGINAL

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office-Mission Cust# 1370-2

Physical Address 722 N Breyfogle Billing Address PO Box 178

City/State/Zip Mission, TX 78572 City/State/Zip Edinburg, TX 78540

Phone/Fax 956-205-7050 / _____ Phone/Fax 956-289-7472 / 956-318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P Serial: **UZX78565-Tax Dept**

Options: _____ Serial: _____

Rate: $ 195.00 per year.

Effective dates of agreement from 06/30/2011 to 06/29/2012.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE _____

Authorized Signature Title

Print Name

Ana Escobar 5/2/11

Copy Graphics, Inc. Representative Date

Req# 194834

ORIGINAL

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office-Mission Cust# 1370-2

Physical Address 722 N Breyfogle Billing Address PO Box 178

City/State/Zip Mission, TX 78572 City/State/Zip Edinburg, TX 78540

Phone/Fax 956-581-8898 / 956-580-7425 Phone/Fax 956-289-7472 / 956-318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P Serial: **UZX78564-Auto License Dept**

Options: _____ Serial: _____

Rate: $ 195.00 per year.

Effective dates of agreement from 06/30/2011 to 06/29/2012.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE

Authorized Signature _____ Title _____

Print Name _____

Ana Escobar 5/2/11

Copy Graphics, Inc. Representative Date

Req# 194834

ORIGINAL

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office-Edinburg Cust# 1370

Physical Address 2802 S Business Hwy 281 Billing Address PO Box 178

City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78540

Phone/Fax 956-289-7472 / 956-318-2130 Phone/Fax 956-289-7472 / 956-318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P Serial: **UZX78561-Auto License Dept**

Options: _____ Serial: _____

Rate: $ 195.00 per year.

Effective dates of agreement from 06/30/2011 to 06/29/2012.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE

Authorized Signature Title

Print Name

Ana Escobar 5/2/11

Copy Graphics, Inc. Representative Date

AI-26584 **11.B.**

Payment Of Invoice #13.09-Dos Land Surveying (C-08-225-09-09)
CC CONSENT

Date:	05/17/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of request for payment of Invoice #13.09 in the amount of $52,500.00 with Contract #C-08-225-09-09-PO#619537 through Work Authorization #5 in connection to "Various Road & Bridge and C.I.P. Projects with Dos Land Surveying for Hidalgo County Precinct #1 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2011	ACCT. #:	1-1339-431-00-121-056-0-733
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

PO #619537 for Dos Land Surveying in relation to Phase I of surveying services for 20 miles of 80.25 miles in the Pct. 1 area.

Amount available as of 5-11-11	$167,500.00
Invoice #11.09.A-	(75,000.00)
Invoice #12.09-	(40,000.00)
Invoice #13.09-	(52,500.00)

Amount available after payments are processed $0.00, pending Auditor's review and processing procedures..

Contract amount is $770,000.00; contract will be paid in full after payments are processed (WA #5).

Payment for Invoice #'s 11.09.A & 12.09 were approved by CC on 5-10-11, refer to AI #26543, item 10.A. Consent Agenda.

Attachments

Link: Invoice Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	05/10/2011 04:22 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 08:25 AM	APRV
3	Ivan Cantu	Ivan Cantu	05/11/2011 11:01 AM	APRV
4	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Vangie Garcia

Started On: 05/10/2011 03:50 PM

Final Approval Date: 05/12/2011

DOS Land Surveying

1002 E. Exp. 83
Weslaco, Texas 78596
956-969-4183

Attention: Noe Montes
Bill To:

1902 Joe Stephens Ave.
Weslaco, Texas 78596
956-968-8733

1-1339-431-00-121-0560-0-733
C-08-225-09-09

May 9, 2011
INVOICE 13.09

PO 619537

WA #5

DESCRIPTION	CONTRACT AMOUNT	PREVIOUS INVOICES	CURRENT AMOUNT DUE	REMAINING BALANCE
Right of Way Parcels 308 Parcels				
21 Ditch 4 Parcels 1-17 Ditch 4 Parcels 1-4			$ 52,500.00	
Previous Invoices				
Revised Invoice 11.09.A		$ 75,000.00		
#12.09		$ 40,000.00		
	Subtotal	$ **115,000.00**		
Previous Invoices Paid				
#01.09P		$ 40,000.00		
#02.09P		$ 25,000.00		
#03.09P		$ 85,000.00		
#04.09P		$ 47,500.00		
#5.09		$ 112,500.00		
#6.09		$ 65,000.00		
#7.09		$ 60,000.00		
#8.09		$ 107,500.00		
#9.09		$ 10,000.00		
#10.09		$ 50,000.00		
	Subtotal	$ **602,500.00**		
			$ 52,500.00	$ -
	$ 770,000.00	$ 717,500.00	$ **52,500.00**	Remaining 00%

TOTAL DUE ON THIS INVOICE

Make all checks payable to Dos Land Surveying 1002 E. EXP. 83, WESLACO, TEXAS 78596

THANK YOU FOR YOUR BUSINESS!

AI-26419 **11.C.**

BCAP - Application for Payment No.1 Final Diaz Subdivision Precinct No.1
CC CONSENT

Date:	05/17/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of Application for Payment No. 1 (Final) in the amount of $81,371.92 from Saenz Utility Contractors, Ltd., contracted vendor for Diaz Subdivision as submitted by TEDSI Infrastructure Group Inc. project engineer (C-CAP-10-336-10-19).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-228-1-73X

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

BUDGETARY IMPACT:

PO #654176 for Saenz Utility Contractors, LTD in relation to Diaz Subdivision:

Amount available in obj. 733 "Drainage Ditches" as of 5-11-11 $11,690.00
Amount available in obj. 731 "Roads" as of 5-11-11 $56,454.56

Total amount available is $68,144.56

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-228-0-731

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

BUDGETARY IMPACT:

PO #654176 for Saenz Utility Contractors, LTD in relation to Diaz Subdivision:
Amount available in obj. 731 "Roads" $22,268.69

Contract amount is $90,413.25
Retainage amount is $9,041.33 (10% of Contract amount)
Application for Payment #1-Final is $81,371.92

Attachments

Link: Application for Payment #1-Diaz S/D

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Yvette Islas	Yvette Islas	05/11/2011 08:34 AM	APRV
2	Purchasing Department	Marty Salazar	05/11/2011 10:46 AM	APRV
3	Budget & Management	Erika Zamora	05/11/2011 10:49 AM	APRV
4	Ivan Cantu	Ivan Cantu	05/11/2011 04:25 PM	APRV
5	Auditor's Office	Monica Badillo	05/12/2011 05:17 PM	APRV

Form Started By: Marcie Jackson Started On: 04/27/2011 04:02 PM

Final Approval Date: 05/12/2011

APPLICATION FOR PAYMENT NO. 1 - FINAL

To: HIDALGO COUNTY (OWNER)
From: SAENZ UTILITY CONTRACTORS LTD (CONTRACTOR)
Contract: C-CAP-10-336-10-19
Project: ROAD AND DRAINAGE CONSTRUCTION DIAZ SUBDIVISION
Owner's Contract No. C-CAP-10-336-10-19 Engineer's Project No. _____
For Work accomplished through the date of: March 31, 2011

1. Original Contract Price:	$90,413.25
2. Net change by Change Order and Written Agreements(+or-):	$0.00
3. Current Contract Price (1 plus 2):	$90,413.25
4. Total completed and stored to date:	$90,413.25
5. Retainage (per Agreement):	
10% of completed Work: $9,041.33	
_____ of stored material _____	
Total Retainage:	$9,041.33
6. Total completed and stored to date less retainage (4 minus 5)	$81,371.92
7. Less previous Application for Payments:	$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$81,371.92

Accompanying Documentation:

REQ# 191433 P.O.# 654176
1-1312-431-00-121-228-1-731→ $56,454.56
<-5,645.46>=$50,809.10

REQ# 191433 P.O.# 654176
1-1312-431-00-121-228-1-733→ $11,690.00
<-1,169.00>=$10,521.00

LIST OF SUPPLIERS AN ... NTS
PARTIAL WAIVER OF L

REQ# 191433 P.O.# 654176
1-1200-431-00-121-228-0-731→ $22,268.69
<-2,226.87>=$20,041.82

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

INVOICE RECEIVED BY: Maribel Jackson ON 4/21/11
GOODS/SERVICES RECEIVED BY: Maribel Jackson ON 4/21/11

Date: 4/12/11

SAENZ UTILITY CONTRACTORS LTD
CONTRACTOR
Pedro Saenz
Pedro Saenz

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 12th day of APRIL 2011

JOSE L. SAENZ
My Commission Expires
November 12, 2011

Jose L. Saenz
Notary Public
My Commission expires: Nov. 12, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 04/14/2011

TEDSI Infrastructure Group Inc
ENGINEER
Jose A .Sanchez, P.E.

Saenz Utility Contractors Ltd	Contractor Name
02/21/11	Starting Date
08/20/11	Project Ending Date
10%	Retainage Percent

Application No.:	1 Final
Application Date:	04/14/11
Period To:	03/31/11
Engineer Firm:	TEDSI Infrastructure Group Inc

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3c1080228	Diaz	$ 90,413.25		$ 90,413.25			$ 90,413.25	$ -	$ 9,041.33	$ 81,371.92	$ -	$ 81,371.92
		$ 90,413.25	$ -	$ 90,413.25	$ -	$ -	$ 90,413.25	$ -	$ 9,041.33	$ 81,371.92	$ -	$ 81,371.92

AI-26633 **11.D.**

Requesting Approval of 1 Year Extension w/Enterprise Rent A Car for Lease/Rental of Vehicles for Hidalgo County

CC CONSENT

Date:	05/17/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the second one (1) year extension as provided in the current contract C-09-011-03-31 for “Lease/Rental of Vehicles” for Hidalgo County under the same rates, terms, and conditions with Enterprise Rent A Car with renewal/extension effective May 22, 2011 through May 21, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various

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

BUDGETARY IMPACT:

Purchases are on an as needed basis. See exp report for possible funding sources and availability of funds.

Attachments

Link: renewal letter enterprise

Link: CONTRACT

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/11/2011 04:49 PM	APRV
2	Budget & Management	Erika Zamora	05/12/2011 09:55 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/12/2011 12:49 PM	APRV
4	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Yvette Islas Started On: 05/11/2011 04:39 PM

Final Approval Date: 05/12/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 11, 2011

Enterprise Rent A Car
Mr. Gilberto Gonzalez
408 E Business 83
McAllen, Texas 78501
Via E-Mail: Gilberto.Gonzalez@erac.comiua
Re: C-09-011-03-31
Lease & Rental of Vehicles

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of May 17, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, May 13, 2011, via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us, so as to meet the agenda request form deadlines. In addition please submit current insurance acord with Hidalgo County as the certificate holder.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

cc: department

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March11, 2010

Enterprise Rent A Car
Via: Mr. Gilberto Gonzalez
408 E Business 83
McAllen, Texas 78501

Re: C-09-011-03-31
Lease & Rental of Vehicles

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 23, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, March 16, 2010, via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us. so as to meet the agenda request form deadlines. In addition please submit current insurance acord with Hidalgo County as the certificate holder.

By: _____ Date: 3-16-10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

cc: department

Mar. 18. 2010 11:47AM Enterprise Holdings No. 1206 P. 1

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Mar. 18. 2010 11:48AM Enterprise Holdings No. 1206 P. 3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2010

PRODUCER

Marsh USA Inc.
701 Market Street
Suite 1100
St. Louis, MO 63101

ENTER -STND-GAW-09-10 5289 EHI

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Enterprise Holdings, Inc.
600 Corporate Park Drive
St. Louis, MO 63105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Discover Property And Casualty Ins Co	36463
INSURER B: United States Fidelity & Guaranty Company	25887
INSURER C: Fidelity And Guaranty Insurance Co.	35386
INSURER D: Fidelity And Guaranty Ins Undrwtr, Inc	25879
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Fire Damage (Any One Fire) GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	D002L00375	09/01/2009	09/01/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 1,000,000 $ 5,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X SIR $2,000,000	D002V00136 (AOS) D002V00137 (HI)	09/01/2009 09/01/2009	09/01/2010 09/01/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C D A C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	D002W00773 (AOS) D002W00772 (HI) D002W00771 (NJ, NV) D002W00774 (AZ, AK, OR, WI)	09/01/2009 09/01/2009 09/01/2009 09/01/2009	09/01/2010 09/01/2010 09/01/2010 09/01/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Hidalgo County is added as an additional insured where required by written contract. Any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy.

CERTIFICATE HOLDER CHI-002806129-01

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Mary Radaszewski

ACORD 25 (2009/01)

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laptops for the Elections Department with SmartSource Computer & AV Rentals in the amount of $105.00 each, round trip shipping/freight charges of $250.00, MS Office 2003 Pro for $10.00 each, and a damage waiver charge of $178.25, through requisition #172470 for a total amount of $2,153.25 effective: 4/15/2010 through 05/15/2010.

6. Requesting authority to enter into one year maintenance service plan agreement with Joe Sanchez Office Machines for (1) brother fax 4750E for the Sheriffs Department through requisition #170270, in the amount of $200.00/year effective upon approval (0-1100-421-00-280-001-0-432)

7. Requesting authority to purchase computer software, (16) VoteSafe e-pollBooks licenses an add-on to the existing equipment through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor Votec DIR-SDD-937 for the Elections Department through requisition #172745 for the amount of $12,800.00 (0-1283-414-00-130-018-9-667)

G. AI-20511 Requesting authority to advertise request for bids (RFB) with approval of procurement packet (i.e. specifications/requirements, legal notice and darft contract document) for: "Lubricants (Grease, Oil, Hydraulic Fluids and Anti-Freeze Products). Project No. 2010-066-04-28-otm

approved

H. AI-20481 Pct. #2:
Acceptance, and approval of requests for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation, (#C-08-381-09-16) contracted project engineer:

approved

Inv. #	Inv. Date	Project Name	Amount
2801	03/10/2010	Morning Sun Subdivision	$3,801.62
2800	03/10/2010	10-acre Tract of Land	$4,400.00

I. AI-20480 Pct. #2:
Approval of Request for Payment No.10-$4,955.34 submitted by project architect, V-A Architecture (contract # C-09-037-01-13) in connection with architectural services on the New Administration Office Complex for Precinct No.2 and Other County Offices.

approved

J. AI-20457 Requesting authority to exercise the first one (1) year extension as provided in the current contract C-09-011-03-31 for "Lease/Rental of Vehicles" for Hidalgo County under the same rates, terms, and conditions with Enterprise Rent A Car with renewal/extension effective May 22, 2010 through May 21, 2011.

approved

K. AI-20450 Requesting approval of Change Order No. 2 with contractor Total Commitment, LLC for Esperanza Estates Subdivision, Pct. No. 2 reflecting a 40 day contract time extension due to utility conflict and a 10 day contract time extension for the driveway which has an increase in cost of $1,064.00 to provide required access to the property, as submitted through project engineer DOS Logistics, Inc. (C-CAP-09-288-08-04)

approved

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-011-03-31

THIS CONTRACT is made and entered into this 22nd day of May, 2009 by and between the **County of Hidalgo, Texas** ("County"), and **Enterprise Rent A Car** ("Company").

WHEREAS, Company responded to request for bids for the "Lease/Rental of Vehicles"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" (Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**, for a period of one (1) year term with the County's option to extend and additional two (2) additional one (1) year terms under the same rates, terms and conditions. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet within **Hidalgo County** following a request for Services by the **County** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **May 22, 2009** and ending, **May 21, 2010** and may be extended at the sole discretion of County for an additional two (2) one (1) year periods under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. This contract will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty days written notice prior to cancellation

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing

and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Enterprise Rent A Car**
Attn: Gilberto Gonzalez
408 E. Business 83
McAllen, Texas 78501

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of_____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Company: Enterprise Rent A Car

By: _____

Printed Name: Victor Citron

Title: Group Rental Mgr.

Approved By Commissioners Court On: **March 31, 2009**

APPROVED AS TO FORM:

By:_____
Antonio Mendoza, Assistant District Attorney

RFB Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY "LEASE/RENTAL OF VEHICLES"
Bid No: 09-011-03-04-YSI

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 2 pages.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Requirements Agreement consisting of 6 pages.**
9. **Certification Regarding Debarment 1 page.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 17, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 17, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"LEASE/RENTAL OF VEHICLES"**
Bid No: 09-011-03-04-YSI

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-011-03-04	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626 x-4874

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

BID OPENING DATE:

March 04, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "LEASE/RENTAL OF VEHICLES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-011-03-04-YSI HIDALGO COUNTY - "LEASE/RENTAL OF VEHICLES"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 04, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-011-03-04-YSI RFB-HIDALGO COUNTY – "LEASE/RENTAL OF VEHICLES".** Hidalgo County reserves the right to refuse and ~~reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB~~ considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY - "LEASE/RENTAL OF VEHICLES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 04, 2009**
Award of Contract	_____, 2009
~~Commence Work or Deliver Products~~	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. ~~It shall be a breach of ethics for any payment, gratuity or offer of~~ employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty days written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY

"LEASE/RENTAL OF VEHICLES"

BID NO.: 2009-011-03-04-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY
"LEASING / RENTAL OF VEHICLES"
BID NO. 09-011-03-04-YSI

SPECIFICATIONS, TERMS AND CONDITIONS

Hidalgo County is seeking to contract with a qualified bidder to provide "Leasing / Rental of Vehicles" on an "As Needed Basis" to Hidalgo County including, but not limited to the following:

---

1. All mentioned vehicles are subject to being equal or better.

2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

3. The contract for this project will be utilized by the HIDTA Task Force, Sheriff's Office and/or any other County Department.

4. **Hidalgo County reserves the right to seek services for "Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.**

5. Any vehicle acquired by the County will be delivered to any County Department if you are an out of town vendor.

6. The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions.

7. The County of Hidalgo reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

8. **Do not include insurance coverage for the vehicles on your bid price .**

9. Insurance Certificates (Refer to Exhibit "C" limits) must be submitted for your business and maintained throughout the term of the contract by the awarded vendor.

10. The County reserves the right to reject all bids, to waive any or all formalities, or to

accept the bid considered the best and most advantageous to the County.

11. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

12. Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an "as needed basis". No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.

13. All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.

14. Vendor will provide clean and well maintained vehicles to Hidalgo County, vendor will also provide all maintenance services to keep vehicles in top working order. This includes but is not limited to oil changes and tire rotation as need it.

Description of Vehicle:
Compact ex. Escort, Neon, Cavalier; or similar models
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models
Minivan ex. Montana Voyager, Windstar, Astro Caravan; or similar models
Full size Van ex. Passenger, Econoline F150 250 350; or similar models
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500;or similar models

EXHIBIT "B"

HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES"
BID #: 09-011-03-04-YSI

BID PAGE

A.

Description of Vehicle:	**Daily Total plus free miles**	**Weekly Total plus free miles**	**Monthly Total plus free miles**
Compact ex. Escort, Neon, Cavalier; or similar models	$ Miles	$ Miles	$ Miles
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models	$ Miles	$ Miles	$ Miles
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ Miles	$ Miles	$ Miles
Minivan ex. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ Miles	$ Miles	$ Miles
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models	$ Miles	$ Miles	$ Miles
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models	$ Miles	$ Miles	$ Miles
Full size Van ex. Passenger, Econoline F150 250 350; or similar models	$ Miles	$ Miles	$ Miles
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models	$ Miles	$ Miles	$ Miles
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models	$ Miles	$ Miles	$ Miles

B. 24 hour Roadside assistance toll free Phone number #_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
A	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
B	GARAGE LIABILITY			
	EXCESS LIABILITY			
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
D	OTHER			

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
~~**Representative(s) Name(s) & Title(s)**~~	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

SERVICE CONTRACT
C-09-011-00-00

THIS CONTRACT is made and entered into this _____ day of, 2009 by and between the County of Hidalgo, Texas ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for the "Lease/Rental of Vehicles"; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as quote, a copy of such specifications and quote being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for "Lease/Rental of Vehicles." This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the County his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, 2009 and ending, _____2010 and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. This Contract will be in effect until (a) the contact expires, (b) delivery and acceptance of products, and/or performance of services ordered,

or (c) terminated by County with thirty days written notice prior to cancellation.

DRAFT

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County

as an additional insured (with the coverages and in the amounts described in Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

DRAFT

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

DRAFT

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance

DRAFT

with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr.

Company:_____

By:_____

Printed
Name_____

Title:_____

Approved By Commissioners Court On:_____

Approved As To Form

By:_____
Antonio Mendoza

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A"
TERMS & CONDITIONS

EXHIBIT "A"

HIDALGO COUNTY
"LEASING / RENTAL OF VEHICLES"
BID NO. 09-011-03-04-YSI

SPECIFICATIONS, TERMS AND CONDITIONS

Hidalgo County is seeking to contract with a qualified bidder to provide "Leasing / Rental of Vehicles" on an "As Needed Basis" to Hidalgo County including, but not limited to the following:

1. All mentioned vehicles are subject to being equal or better.

2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

3. The contract for this project will be utilized by the HIDTA Task Force, Sheriff's Office and/or any other County Department.

4. **Hidalgo County reserves the right to seek services for "Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.**

5. Any vehicle acquired by the County will be delivered to any County Department if you are an out of town vendor.

6. The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions.

7. The County of Hidalgo reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

8. **Do not include insurance coverage for the vehicles on your bid price .**

9. Insurance Certificates (Refer to Exhibit "C" limits) must be submitted for your business and maintained throughout the term of the contract by the awarded vendor.

10. The County reserves the right to reject all bids, to waive any or all formalities, or to

accept the bid considered the best and most advantageous to the County.

11. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

12. Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an "as needed basis". No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.

13. All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.

14. Vendor will provide clean and well maintained vehicles to Hidalgo County, vendor will also provide all maintenance services to keep vehicles in top working order. This includes but is not limited to oil changes and tire rotation as need it.

Description of Vehicle:
Compact ex. Escort, Neon, Cavalier; or similar models
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models
Minivan ex. Montana Voyager, Windstar, Astro Caravan; or similar models
Full size Van ex. Passenger, Econoline F150 250 350; or similar models
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500;or similar models

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES"
BID #: 09-011-03-04-YSI

ENTERPRISE RENT A CAR			
Description of Vehicle:	**Daily Total plus free miles**	**Weekly Total plus free miles**	**Monthly Total plus free miles**
Compact ex. Escort, Neon, Cavalier; or similar models	$ 30.00 Unlimited Miles	$ 165.00 Unlimited Miles	$ 625.00 Unlimited Miles
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models	$ 33.00 Unlimited Miles	$ 181.50 Unlimited Miles	$ 650.00 Unlimited Miles
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ 35.00 Unlimited Miles	$ 192.50 Unlimited Miles	$ 700.00 Unlimited Miles
Minivan ex. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ 40.00 Unlimited Miles	$ 220.00 Unlimited Miles	$ 750.00 Unlimited Miles
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models	$ 45.00 Unlimited Miles	$ 247.50 Unlimited Miles	$ 800.00 Unlimited Miles
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models	$ 60.00 Unlimited Miles	$ 330.00 Unlimited Miles	$ 1,000.00 Unlimited Miles
Full size Van ex. Passenger, Econoline F150 250 350; or similar models	$ 70.00 Unlimited Miles	$ 385.00 Unlimited Miles	$ 1,200.00 Unlimited Miles
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models	$ 35.00 Unlimited Miles	$ 192.50 Unlimited Miles	$ 700.00 Unlimited Miles
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models	$ 40.00 Unlimited Miles	$ 220.00 Unlimited Miles	$ 750.00 Unlimited Miles

EXHIBIT "B"

HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES"
BID #: 09-011-03-04-YSI

BID PAGE

A.

Description of Vehicle:	**Daily Total plus free miles**	**Weekly Total plus free miles**	**Monthly Total plus free miles**
Compact ex. Escort, Neon, Cavalier; or similar models	$ 30.00 Miles	$ 165.00 Miles	$ 625.00 Miles
Intermediate ex. Grand Am, Stratus, Sonata, 626; or similar models	$ 33.00 Miles	$ 181.50 Miles	$ 650.00 Miles
Full-Size Vehicle (2 to 4 door) ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ 35.00 Miles	$ 192.50 Miles	$ 700.00 Miles
Minivan ex. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ 40.00 Miles	$ 220.00 Miles	$ 750.00 Miles
Midsize SUV 2 or 4 wheel drive ex. Blazer Explorer, Cherokee; or similar models	$ 45.00 Miles	$ 247.50 Miles	$ 800.00 Miles
Large SUV 2 or 4wheel drive ex. Suburban, Excursion, Expedition; or similar models	$ 60.00 Miles	$ 330.00 Miles	$ 1000.00 Miles
Full size Van ex. Passenger, Econoline F150 250 350; or similar models	$ 70.00 Miles	$ 385.00 Miles	$ 1200.00 Miles
Midsize Pickup single or double cab 2 or 4 wheel drive ex. Ranger, S-10; or similar models	$ 35.00 Miles	$ 192.50 Miles	$ 700.00 Miles
Large Pickups single or double cab 2 or 4 wheel drive ex. F-150 F-250 F-350, 1500 2500 3500; or similar models	$ 40.00 Miles	$ 220.00 Miles	$ 750.00 Miles

B. 24 hour Roadside assistance toll free Phone number # 1-800-307-6666

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/05/2009

PRODUCER
Marsh USA Inc.
701 Market Street
Suite 1100
St. Louis, MO 63101

ENTER -STND-GAW-08-09 5299

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Enterprise Rent-A-Car Company et al
600 Corporate Park Drive
St. Louis, MO 63105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Discover Property And Casualty Ins Co	36463
INSURER B: United States Fidelity & Guaranty Company	25887
INSURER C: Fidelity And Guaranty Insurance Co.	35386
INSURER D: Fidelity And Guaranty Ins Undrwtr, Inc	25879
INSURER E:	

COVERAGES 5

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X Fire Damage (Any One Fire) GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	D002L00350	09/01/08	09/01/09	EACH OCCURRENCE	$ 3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 3,000,000
						GENERAL AGGREGATE	$ 3,000,000
						PRODUCTS - COMP/OP AGG	$ 3,000,000
A	X	**AUTOMOBILE LIABILITY**	D002V00129 (AOS)	09/01/08	09/01/09	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
B		X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X SIR $2,000,000	D002V00130 (HI)	09/01/08	09/01/09	BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	D002W00689 (NJ, NV)	09/01/08	09/01/09	X WC STATU-TORY LIMITS / OTH-ER	
D		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	D002W00690 (HI)	09/01/08	09/01/09	E.L. EACH ACCIDENT	$ 1,000,000
C			D002W00691 (AOS)	09/01/08	09/01/09	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
C		If yes, describe under SPECIAL PROVISIONS below	D002W00692 (AK,OR,WI)	09/01/08	09/01/09	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Hidalgo County is added as an additional insured where required by written contract.
Any Auto owned or leased by the named insured while operated by employees of the name insured.
No coverage provided to renters under this policy. UM/UIM is provided if required by state law and then in the minimum amount required by state law.

CERTIFICATE HOLDER CHI-002235463-02

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Alfred A. Peterfeso

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PURCHASING DEPARTMENT
County Of Hidalgo

MAR 10 2009

MEMORANDUM

TO: **Dora Munoz, Commander** — **VIA E-MAIL:** **dmunoz@rgtx.hidta.net**
Nelda Olivarez — **nelda.olivarez@co.hidalgo.tx.ux**
Hidalgo County HIDTA Task Force

Chief Deputy Anacleto Martinez — **VIA E-MAIL:** **anacleto.martinez@hidalgoso.org**
Lt Richard Ozuna — **richard.ozuna@hidalgoso.org**
Juan Tapia, Procurement Specialist — **juan.tapia@hidalgoso.org**
Hidalgo County Sheriff's Office

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: March 10, 2009

RE: Request for Recommendation for: RFB 09-011-03-04-YSI
"LEASE/RENTAL OF VEHICLES"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the bid page for your review and recommendation.

Please indicate below if you DO or DO NOT recommend accepting the sole response. If you have any concerns or recommendations please indicate this in the space provided below.

Return your response to the Purchasing Department Wednesday, March 11, 2009, 4:00 pm. If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ DO recommend accepting of response ☐ DO NOT recommend accepting of response

Recommendations/Concerns:

Acc. No. 9-1284-421-00-280-037-9-442.

AUTHORIZED SIGNATURE — PRINTED NAME — DATE 3/10/09

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Dora Munoz, Commander
Nelda Olivarez
Hidalgo County HIDTA Task Force

Via E-Mail: dmunoz@stx.hidta.net
nelda.olivarez@co.hidalgo.tx.ux

FROM: Yvette S. Islas, Buyer
Hidalgo County Purchasing Department

DATE: January 23, 2009

RE: "Lease/Rental of Vehicles" for Hidalgo County.
Bid No. 09-011-00-00-YSI

Please review the following specifications for the above referenced project so as to start initiating the process to bid out. The current contract will expire March 21, 2009.

Please make any **modifications, additions or deletions (if any)** and/or indicate if these specifications meet all your requirements by **signing below** and marking **approve or disapprove and return back by 12:00 noon, Wednesday, January 28, 2009.**

IMPORTANT: PLEASE PROVIDE YOUR BUDGET ACCOUNT NUMBER

If you have any questions, please call me at 318-2626, ext. 4874.

APPROVE ☑ **DISAPPROVE** ☐ **MODIFICATIONS** ☐

ACCOUNT NUMBER(S): _____

Dora L. Munoz 3/11/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

EXHIBIT "D"
CONFLICT OF INTEREST

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

N/A

Signature of person doing business with the governmental entity

3-3-09

Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Enterprise Rent A Car	**Telephone No.** (956) 535-3350
dba Name:	
Legal Name: Enterprise Rent A Car Co of Texas	
Mailing Address : 1505 Harry Wurzbach	**Fax No.** (956) 580-0548
Physical Address:	
City, State, Zip San Antonio TX	**Tax I.D. No.** 3-01133-8911-9
Remit to Address : 1505 Harry Wurzbach	**City, State, Zip** San Antonio TX 78209
E-Mail Address:	
Representative(s) Name(s) & Title(s) Gilberto Gonzalez Corporate Sales Manager	

Type of Organization (check one): ____ Individual ____ Partnership (X) Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 3-01133-8911-9 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: TX **Date:** 12-01-2006 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Gilberto Gonzalez

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)
- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

W-9 FORM

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Enterprise Rent A Car Company of Texas

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) 1505 Harry Wurzbach

Requester's name and address (optional)

City, state, and ZIP code San Antonio TX

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
- -

or

Employer identification number
36-3641933

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3-3-05

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60 day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply

DEBARMENT FORM

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: [signature]
Print Name: [illegible]
Title: [illegible]
Telephone Number: 916 555-3330
Date: 3-3-01

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

H. **Colonia Access Program Pct. 4**

1. **Presentation for consideration, discussion acceptance and approval of Work Authorization No. I (with a proposed fee of $67,718.31) with Millennium Engineers Group, Inc. to provide Geotechnical Engineering Services and Construction Materials Testing to Hidalgo County Precinct No. 4 for Various Border Colonia Access Program Round III Projects.**

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

I. **Sheriff's Office**

1. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
A. Status of negotiations with number one ranked consultant, Hollis Rutledge & Associates; if applicable,

B. Proposal with Scope of Services including time lines submitted by Hollis Rutledge and Associates; and, if accepted & approved,

C. Consulting Services Contract #C-09-136-03-31 with Hollis Rutledge & Associates for Stimulus Bill Funding Sources for the Hidalgo County Sheriffs Office.

NO ACTION taken on items A thru C.

J. **Co. Wide**

1. **Recommending award of bid and approval of contract to sole bidder meeting all requirements as attached hereto for: Hidalgo County - "Lease/Rental of Vehicles" (RFB 09-011-03-04-YS I).**

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Recommending bid award and approval of contract to sole bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County -Hot Mix Cold-Laid Road Material" Bid No: 2009-073-03-18-YZV**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

3. **A. Report from Commissioners Court's assigned "committee" on the negotiations conducted with the applicant, First National Bank, Edinburg, Texas; if, applicable:**

Report made by Mr. Mendoza.

February 19, 2009 for Amberland Subdivision. C-CAP 08-013-07-11.

H. Colonia Access Program Pct. 4

1. AI-14687 Presentation for consideration, discussion acceptance and approval of Work Authorization No. 1 (with a proposed fee of $67,718.31) with Millennium Engineers Group, Inc. to provide Geotechnical Engineering Services and Construction Materials Testing to Hidalgo County Precinct No. 4 for Various Border Colonia Access Program Round III Projects.

I. Sheriff's Office

1. AI-14695 Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

A. Status of negotitations with number one ranked consultant, Hollis Rutledge & Associates; if applicable,

B. Proposal with Scope of Services including time lines submitted by Hollis Rutledge and Associates; and, if accepted & approved,

C. Consulting Services Contract #C-09-136-03-31 with Hollis Rutledge & Associates for Stimulus Bill Funding Sources for the Hidalgo County Sheriff's Office.

J. Co. Wide

1. AI-14706 Recommending award of bid and approval of contract to sole bidder meeting all requirements as attached hereto for: Hidalgo County - "Lease/Rental of Vehicles" (RFB 09-011-03-04-YSI).

2. AI-14693 Recommending bid award and approval of contract to sole bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County - Hot Mix Cold-Laid Road Material" Bid No: 2009-073-03-18-YZV

3. AI-14752 A. Report from Commissioners Court's assigned "committee" on the negotiations conducted with the applicant, First National Bank, Edinburg, Texas; if, applicable:

B. Approval of the final negotiated Hidalgo County Depository Bank, Remittance Processing (Lockbox), and, if applicable, Trust Services and, Related Agreements with the effective date upon expiration of current agreement and expiring on Commissioners Court's May term of _____; or, in the alternative,

C. Recommendation to cease negotiations with the First National Bank, Edinburg, Texas and re-advertise pursuant to Chapter 116, Texas Local Government Code, for the selection of a County Depository Bank.

4. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge

AI-14706
Lease/Rental of Vehicles
CC REGULAR

Date:	03/31/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Co. Wide

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder meeting all requirements as attached hereto for: Hidalgo County - "Lease/Rental of Vehicles" (RFB 09-011-03-04-YSI).

BACKGROUND

Contract previously approved by legal.

Fiscal Impact

FISCAL YEAR:

ACCT. #: 9-1100-421-00-280-001-0-442

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: contract 09.011
Link: dept recomend 09.011
Link: b tab 09.011
Link: part log 09.011

Form Routing/Status

Form Started By: Yvette Islas	Started On: 03/24/2009 01:05 PM

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-412-00-001-001-0-442	92ND DC-EQUIP & VEHICLE RENTALS	1,700.00	10.50	10.50	10.50	1,679.00	1.24
1-1100-412-00-002-001-0-442	93RD DC-EQUIP & VEHICLE RENTALS	42.00	3.50	17.50	17.50	21.00	50.00
1-1100-412-00-003-001-0-442	139TH DC-EQUIP & VEHICLE RENTALS	500.00	5.00	10.00	10.00	485.00	3.00
1-1100-412-00-004-001-0-442	206TH DC-EQUIP & VEHICLE RENTALS	200.00	12.00	80.00	80.00	108.00	46.00
1-1100-412-00-005-001-0-442	275TH DC-EQUIP & VEHICLE RENTALS	40.00	3.00	7.00	7.00	30.00	25.00
1-1100-412-00-006-001-0-442	332ND DC-EQUIP & VEHICLE RENTALS	50.00	7.00	14.00	14.00	29.00	42.00
1-1100-412-00-008-001-0-442	389TH DC-EQUIP & VEHICLE RENTALS	50.00	7.00	14.00	14.00	29.00	42.00
1-1100-412-00-009-001-0-442	398TH DC-EQUIP & VEHICLE RENTALS	100.00	14.00	28.00	28.00	58.00	42.00
1-1100-412-00-009-003-0-442	INDIGENT DEFENSE-EQUIP & VEHICLE RENTALS	3,260.00	125.50	504.50	504.50	2,630.00	19.33
1-1100-412-00-010-001-0-442	430TH DC-EQUIP & VEHICLE RENTALS	2,000.00	105.32	10.00	10.00	1,884.68	5.77
1-1100-412-00-011-001-0-442	449TH DC-EQUIP & VEHICLE RENTALS	3,695.00	11.00	10.00	10.00	3,674.00	.57
1-1100-412-00-021-001-0-442	CCL#1-EQUIP & VEHICLE RENTALS	86.00	18.50	17.50	17.50	50.00	41.86
1-1100-412-00-022-001-0-442	CCL#2-EQUIP & VEHICLE RENTALS	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-412-00-023-001-0-442	PROBATE CRT-EQUIP & VEHICLE RENTAL	100.00	5.00	10.00	10.00	85.00	15.00
1-1100-412-00-024-001-0-442	CCL#4-EQUIP & VEHICLE RENTALS	70.00	5.00	10.00	10.00	55.00	21.43
1-1100-412-00-025-001-0-442	CCL#5-EQUIP & VEHICLE RENTALS	1,550.00	6.00	10.00	10.00	1,534.00	1.03
1-1100-412-00-026-001-0-442	CCL#6-EQUIP & VEHICLE RENTALS	.00	.00	.00	.00	.00	.00
1-1100-412-00-032-001-0-442	MASTER CRT II-EQUIP & VEHICLE RENTALS	100.00	7.50	17.50	17.50	75.00	25.00
1-1100-412-00-045-001-0-442	AUXILIARY CRT-EQUIP & VEHICLE RENTAL	4,950.00	1,283.44	609.18	609.18	3,057.38	38.23
1-1100-412-00-062-001-0-442	JP PCT 1/PL 2-EQUIP & VEHICLE RENTALS	2,500.00	848.00	858.60	858.60	793.40	68.26
1-1100-412-00-063-001-0-442	JP PCT 2/PL 1-EQUIP & VEHICLE RENTALS	500.00	7.50	14.00	14.00	478.50	4.30
1-1100-412-00-064-001-0-442	JP PCT 2/PL 2-EQUIP & VEHICLE RENTALS	756.09	304.86	451.23	451.23	.00	100.00
1-1100-412-00-065-001-0-442	JP PCT 3/PL 1-EQUIP & VEHICLE RENTALS	5,000.00	3,419.26	1,530.08	1,530.08	50.66	98.99
1-1100-412-00-066-001-0-442	JP PCT 3/PL 2-EQUIP & VEHICLE RENTALS	350.00	21.50	13.50	13.50	315.00	10.00
1-1100-412-00-067-001-0-442	JP PCT 4/PL 1-EQUIP & VEHICLE RENTALS	40.00	7.00	14.00	14.00	19.00	52.50
1-1100-412-00-068-001-0-442	JP PCT 4/PL 2-EQUIP & VEHICLE RENTALS	2,389.90	2,389.90	.00	.00	.00	100.00
1-1100-412-00-069-001-0-442	JP PCT 5/PL 1-EQUIP & VEHICLE RENTAL	95.00	19.50	10.50	10.50	65.00	31.58
1-1100-412-00-080-002-0-442	CRIM DA-EQUIP & VEHICLE RENTALS	8,000.00	12.00	1,906.59	1,906.59	6,081.41	23.98
1-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENTALS	15,089.12	7,032.90	4,900.30	4,900.30	3,155.92	79.08
1-1100-412-30-085-003-0-442	PUBLIC DEFENDER-EQUIP & VEHICLE RENTALS	42.00	11.00	10.00	10.00	21.00	50.00
1-1100-413-00-110-006-0-442	CO JUDGE-EQUIP & VEHICLE RENTALS	4,800.00	58.62	2,236.21	2,236.21	2,505.17	47.81

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENTALS	23,000.00	5,097.42	60.00	60.00	17,842.58	22.42
1-1100-415-00-200-001-0-442	INFO TECH DEPT-EQUIP & VEHICLE RENTALS	114.00	76.00	38.00	38.00	.00	100.00
1-1100-415-00-200-002-0-442	IT COUNTYWIDE-EQUIP & VEHICLE RENTALS	10,000.00	5,241.26	3,751.80	3,751.80	1,006.94	89.93
1-1100-415-14-115-001-0-442	DBM-BUDGET DIV-EQUIP & VEHICLE RENTALS	4,000.00	12.00	30.00	30.00	3,958.00	1.05
1-1100-415-15-140-001-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	21,480.00	3,346.19	1,766.77	1,766.77	16,367.04	23.80
1-1100-415-16-150-001-0-442	CO TREASURER-EQUIP & VEHICLE RENTALS	45.00	7.00	14.00	14.00	24.00	46.67
1-1100-415-18-160-001-0-442	PURCHASING-EQUIP & VEHICLE RENTALS	4,500.31	2,864.81	955.03	955.03	680.47	84.88
1-1100-415-21-170-001-0-442	CO AUDITOR-EQUIP & VEHICLE RENTALS	21.00	7.00	14.00	14.00	.00	100.00
1-1100-415-40-180-001-0-442	CO CLERK-EQUIP & VEHICLE RENTALS	4,500.00	50.00	34.00	34.00	4,416.00	1.87
1-1100-415-50-190-001-0-442	CIVIL SERVICE-EQUIP & VEHICLE RENTALS	2,000.00	.00	.00	.00	2,000.00	.00
1-1100-415-50-190-002-0-442	HUMAN RESOURCES-EQUIP & VEHICLE RENTALS	3,200.00	14.00	28.00	28.00	3,158.00	1.31
1-1100-419-10-210-001-0-442	PLANNING DEPT-EQUIP & VEHICLE RENTALS	7,902.00	5,262.00	2,640.00	2,640.00	.00	100.00
1-1100-419-40-220-001-0-442	FACILITIES MGMT-EQUIP & VEHICLE RENTALS	20,000.00	2,444.58	3,943.60	3,943.60	13,611.82	31.94
1-1100-419-50-125-003-0-442	SAFETY-EQUIP & VEHICLE RENTALS	3,254.88	1,499.56	1,009.04	1,009.04	746.28	77.07
1-1100-421-00-280-001-0-442	SHERIFF-EQUIP & VEHICLE RENTALS	15,000.00	2,530.09	6,329.07	6,329.07	6,140.84	59.06
1-1100-421-00-291-001-0-442	CONSTABLE PCT.1-EQUIP & VEHICLE RENTALS	100.00	14.00	.00	.00	86.00	14.00
1-1100-421-00-292-001-0-442	CONSTABLE PCT.2-EQUIP & VEHICLE RENTAL	60.00	52.50	7.50	7.50	.00	100.00
1-1100-421-00-293-001-0-442	CONSTABLE PCT.3-EQUIP & VEHICLE RENTALS	1,000.00	.00	715.20	715.20	284.80	71.52
1-1100-421-00-294-001-0-442	CONSTABLE PCT.4-EQUIP & VEHICLE RENTALS	2,600.00	10.00	10.00	10.00	2,580.00	.77
1-1100-421-00-295-001-0-442	CONSTABLE PCT.5-EQUIP & VEHICLE RENTALS	2,100.00	1,294.00	647.00	647.00	159.00	92.43
1-1100-422-10-300-001-0-442	FIRE MARSHAL-EQUIP & VEHICLE RENTAL	9,000.00	7.00	7,214.00	7,214.00	1,779.00	80.23
1-1100-423-21-280-002-0-442	JAIL-EQUIP & VEHICLE RENTALS	8,400.00	2,958.38	5,275.69	5,275.69	165.93	98.02
1-1100-423-32-330-001-0-442	JUV DET HM-EQUIP & VEHICLE RENTALS	2,300.00	22.00	1,884.00	1,884.00	394.00	82.87
1-1100-423-60-330-002-0-442	JUV PROB-EQUIP & VEHICLE RENTALS	400.00	.00	.00	.00	400.00	.00
1-1100-429-00-110-075-0-442	EMERGENCY MGMT-EQUIP & VEHICLE RENTALS	1,593.22	603.92	202.14	202.14	787.16	50.59
1-1100-429-00-300-023-0-442	EMERG SRVS-EM-EQUIP & VEHICLE RENTALS	406.78	.00	406.78	406.78	.00	100.00
1-1100-432-00-121-001-0-442	PCT1 SANITATION-EQUIP & VEHICLE RENTALS	2,000.00	19.50	896.70	896.70	1,083.80	45.81
1-1100-432-00-122-001-0-442	PCT2 SANITATION-EQUIP & VEH RENTALS	500.00	.00	.00	.00	500.00	.00
1-1100-432-00-123-001-0-442	PCT3 SANITATION-EQUIP & VEHICLE RENTALS	3,575.00	222.50	397.68	397.68	2,954.82	17.35
1-1100-432-00-124-001-0-442	PCT4 SANITATION-EQUIP & VEHICLE RENTALS	1,000.00	595.75	316.75	316.75	87.50	91.25

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-441-00-340-001-0-442	HEALTH ADM-EQUIP & VEHICLE RENTALS	10,000.00	240.18	2,793.16	2,793.16	6,966.66	30.33
1-1100-441-00-340-003-0-442	HEALTH CLINICS-EQUIP & VEHICLE RENTALS	5,000.00	95.00	4,868.00	4,868.00	37.00	99.26
1-1100-444-00-240-001-0-442	HUMAN SERVICES-EQUIP & VEHICLE RENTALS	42.00	7.00	14.00	14.00	21.00	50.00
1-1100-444-00-370-001-0-442	VETERAN'S SRV-EQUIP & VEHICLE RENTALS	1,172.80	10.50	850.50	850.50	311.80	73.41
1-1100-451-10-125-020-0-442	HISTORICAL COMM-EQUIP & VEHICLES RENTAL	.00	.00	.00	.00	.00	.00
1-1100-452-00-121-013-0-442	PCT1 PARKS-EQUIP & VEHICLE RENTALS	6,000.00	1,380.84	723.16	723.16	3,896.00	35.07
1-1100-452-00-122-008-0-442	PCT2 PARKS-EQUIP & VEHICLE RENTALS	300.00	.00	.00	.00	300.00	.00
1-1100-452-00-123-008-0-442	PCT3 PARKS-EQUIP & VEHICLE RENTALS	4,000.00	850.36	524.64	524.64	2,625.00	34.38
1-1100-461-00-380-001-0-442	TX AGRILIFE EXT-EQUIP & VEHICLE RENTALS	8,000.00	2,031.40	1,022.00	1,022.00	4,946.60	38.17
1-1100-466-00-122-018-0-442	PCT2 CRC-EQUIP & VEHICLE RENTALS	2,500.00	1,065.60	762.77	762.77	671.63	73.13
1-1100-466-00-122-082-0-442	PCT2 CRC (S.TOWER)-EQUIP & VEH RENTALS	30.00	5.00	10.00	10.00	15.00	50.00
1-1200-431-00-121-004-0-442	PCT1 ADM-EQUIP & VEHICLE RENTALS	2,524.50	49.50	41.00	41.00	2,434.00	3.58
1-1200-431-00-121-005-0-442	PCT1 RD MAINT-EQUIP & VEHICLE RENTALS	14,857.85	936.54	352.46	352.46	13,568.85	8.68
1-1200-431-00-122-004-0-442	CW MECH SHOP-EQUIP & VEHICLE RENTALS	944.04	300.00	29.02	29.02	615.02	34.85
1-1200-431-00-122-005-0-442	PCT2 ADM-EQUIP & VEHICLE RENTALS	4,100.00	1,881.42	1,003.58	1,003.58	1,215.00	70.37
1-1200-431-00-122-006-0-442	PCT2 RD MAINT-EQUIP & VEHICLE RENTALS	4,139.15	500.00	121.05	121.05	3,518.10	15.00
1-1200-431-00-123-004-0-442	PCT3 ADM-EQUIP & VEHICLE RENTALS	150.00	.00	.00	.00	150.00	.00
1-1200-431-00-123-005-0-442	PCT3 RD MAINT-EQUIP & VEHICLE RENTALS	1,500.00	658.82	403.06	403.06	438.12	70.79
1-1200-431-00-124-005-0-442	PCT4 ADM-EQUIP & VEHICLE RENTALS	3,601.50	15.00	430.00	430.00	3,156.50	12.36
1-1200-431-00-124-007-0-442	PCT4 RD MAINT-EQUIP & VEHICLE RENTALS	9,600.00	1,138.02	5,148.97	5,148.97	3,313.01	65.49
1-1200-431-00-125-030-0-442	CW ADM-EQUIP & VEHICLE RENTALS	1,039.59	.00	.00	.00	1,039.59	.00
1-1200-431-00-260-001-0-442	R-O-W DEPT-EQUIP & VEHICLE RENTAL	1,000.50	19.05	23.45	23.45	958.00	4.25
1-1237-415-40-180-003-0-442	CC REC MGMT-EQUIP & VEHICLE RENTALS	1,750.00	.00	.00	.00	1,750.00	.00
1-1246-415-15-140-003-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	2,150.00	.00	.00	.00	2,150.00	.00
1-1247-412-50-100-001-0-442	LAW LIBRARY-EQUIP & VEHICLE RENTALS	3,000.50	20.50	10.00	10.00	2,970.00	1.02
1-1254-412-00-270-014-0-442	HIDTA US JUSTICE-EQUIP & VEHICLE RENTALS	12,005.00	12.00	108.00	108.00	11,885.00	1.00
1-1284-421-00-280-037-1-442	OCDE-EQUIP & VEHICLE RENTALS	6,950.00	4,500.00	2,250.00	2,250.00	200.00	97.12
1-1291-412-00-270-003-0-442	HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS	19,375.59	9,750.00	7,500.00	7,500.00	2,125.59	89.03
1-1291-412-00-270-003-1-442	HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS	7,560.00	.00	.00	.00	7,560.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1292-441-00-350-001-1-442	WIC ADM-EQUIP & VEHICLE RENTALS	9,682.00	3,446.50	286.50	286.50	5,949.00	38.56
1-1293-441-00-340-042-1-442	PPCPS/PHER-EQUIP & VEHICLE RENTALS	10,000.00	.00	.00	.00	10,000.00	.00
1-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENTALS	500.00	.00	.00	.00	500.00	.00
1-1297-423-00-320-002-1-442	BASIC SUPERVISION-EQUIP &VEHICLE RENTALS	300.00	.00	180.00	180.00	120.00	60.00
1-1297-423-00-320-020-1-442	SATF-EQUIP & VEHICLE RENTALS	200.00	180.00	.00	.00	20.00	90.00
1-2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	3,100.40	100.40	.00	.00	3,000.00	3.24
1-2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	6,158.62	1,652.39	969.71	969.71	3,536.52	42.58

AI-26627 **11.E.**

To Advertise-Printing & Mailing of 2011 Tax Statements-Tax Rolls & Envelopes

CC CONSENT

Date:	05/17/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Tax Office
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice & draft service contract) as attached hereto for " Hidalgo County Tax Assessor/Collector-“Printing and Mailing of 2011 Tax Statements-Tax Rolls and Envelopes” RFB NO: 2011-131-SMA.

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: May 21, 2011
2nd Advertisement: May 28, 2011
Bid Opening Date: June 08, 2011

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1-1100-415-15-140-001-0-350
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?: y

BUDGETARY IMPACT:

Attachments

Link: Legal Notice
Link: Specs
Link: Draft Contract
Link: Approval of Specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/11/2011 04:42 PM	APRV
2	Budget & Management	Angela Garcia	05/12/2011 09:25 AM	APRV
3	Roland Garcia	Rolando Garcia	05/12/2011 11:25 AM	APRV
4	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Nielda Cavazos — Started On: 05/11/2011 03:53 PM

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR

"PRINTING AND MAILING OF 2011 TAX STATEMENTS-TAX ROLLS AND ENVELOPES"

BID OPENING DATE:

June 00, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE – PRINTING & MAILING OF 2011 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-131-00-00-SMA- HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE– "PRINTING & MAILING OF 2011 TAX STATEMENTS-TAX ROLLS AND ENVELOPES"** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JUNE 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-131-00-00-SMA-RFB-HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE–PRINTING & MAILING OF 2011 TAX STATEMENTS- TAX ROLLS AND ENVELOPES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data

with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation-**"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR**

OFFICE– PRINTING & MAILING OF 2011 TAX STATEMENTS-TAX ROLLS AND ENVELOPES" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:
  Armando Barrera, Jr-RTA
  Hidalgo County Tax Assessor/Collector
  2804 S. US Hwy 281
  Edinburg, Texas 78539
  ATTN.: Paul Villarreal (956) 318-2876

17. Schedule of Events

Bid Opening, 9:30 AM	**JUNE 00, 2011**
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances,

stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE– PRINTING & MAILING OF 2011 TAX STATEMENTS- TAX ROLLS AND ENVELOPES"

BID NO.: 2011-131-00-00-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County Tax Assessor/Collector

"***Printing and Mailing of 2011 Tax Statements- Tax Rolls and Envelopes***"

BID NO: 2011-131-00-00-SMA

To supply Hidalgo County Tax Assessor/Collector's office with a bid on the following items:

Item I: --------Approximately 360,000 1-Part Laser Printed Tax Statements
Item II: -------Approximately 50,000 Double-Sided Laser Printed Tax Rolls Pages
Item III: ------Folding, Inserting, Presorting, & Mailing of Tax Statements, (Item I).
Item IV: ------Envelopes required for mailing, (Item I).

All bids must be in writing and mailed or delivered to: **Martha L. Salazar, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78540**. Only Bids that include the three (3) items will be considered. Bids should be in a cost per piece format based on the number of items listed above.

ITEM I. TAX STATEMENT

1) Size: 8 1/2" x 14" printed on two-sides**.**
2) Perforated for return payment stub (horizontal).
3) Laser printed Tax Statements on 20 lb. **must** be printed in **light blue** color paper in black ink.
4) Statement must be designed for the collection of taxes printed on two-sides for multiple entities.
5) Statement must be designed to be mailed in a special window envelope designed by the Tax Office.
6) Printing on statement must conform to all U.S. Postal Service regulations for Automation Mailing Discounts.
7) Provide (Delivery Point Barcode) on Statement Address to comply with U.S. Postal Service regulations.
8) All tax information for the statements must be extracted from removable storage media provided by Hidalgo County, **External HD** and **DVD's.**
9) Print selected information in **Delivery Bar Code**/**OCR** in compliance with Tax Office and ACT, (Automated Collections Technology, Inc.) software requirements.
10) Print selected messages in English and Spanish.
11) Printed in zip code order and alphabetical order within the zip code.
12) Need PDF files of statements broken down by 4GB DVD's. The PDF files need to be full text searchable.

ITEM II. TAX ROLLS

1) Laser printed on #24 white paper.
2) Printed on 8 ½" x 11" loose sheets, **(Do Not Bind).**
3) All information for tax roll must be extracted from removable storage media provided by the Hidalgo County Tax Office. (External HD, DVD's, or FTP Delivery).
4) Tax roll must be printed as specified by Tax Office.(double-sided Tax Rolls)
5) **Need PDF files of tax rolls broken down by 4GB, DVD's. The PDF files need to be full text searchable.**

ITEM- III. FOLDING, INSERTING, SORTING, AND MAILING TAX STATEMENTS

1) Statements must be folded and inserted into a special window envelope, so that name and address and Delivery Point Barcode are visible and in compliance with U. S. Postal Service specifications for automated processing.
2) Statement(s) and a #9 return envelope will be inserted into a #10 special window envelope.

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3) Statements must be sorted and packaged in a manner that will minimize the cost of mailing. Sort statements in singles, doubles, triples or more to take advantage of Post Office discounts. All statements with the same owner and address must be consolidated and mailed in a single envelope or package. Mail must be pre-sorted in a manner to take advantage of all discounts offered by the U.S. Postal Service. **Hidalgo County Tax Office will be responsible for postage** (mailing of statements only) v**endor shall provide adequate backup documentation (i.e. postage invoices) to County for reimbursement of postage cost**.

ITEM IV. ENVELOPES REQUIRED FOR MAILING ON (ITEM I)

1) Return Envelopes #9. (Approximately 280,000)
2) Special Window Envelopes #10 (Approximately 300,000)
3) Brown Kraft Wove Booklet Envelopes #28. (Approximately 1,500)
4) White Wove Window Booklet Envelopes #28. (Approximately 10,000)

PRINTING INSTRUCTIONS:

TAX STATEMENTS		File	Printed Copies	PDF Image Copy
1)	Non Mortgage accounts (Zip, Alpha)	1	1	1
2)	Mortgage accounts (Zip, Alpha) Customer Copy	1	1	1
3)	Mortgage accounts (Mort, X-Ref) Tax Office	1	1	1

To Be Mailed by Tax Office (Approx. 30,000 Mortgage Accounts)

TAX ROLLS-(Includes the following Entities**)**

REAL PROPERTY TAX ROLL (X-REF)	PERSONAL PROPERTY (X-REF)		MINERAL (X-REF)
GHD- ACT#1	DR1-ACT#2	FD1-ACT#3	FD2-ACT#4
FD3-ACT#5	FD4-ACT#6	WSRG-ACT#7	CAN-ACT#21
CES- ACT #23	CED-ACT #24	CGR- ACT #25	CLV-ACT #26
CPM-ACT#27	CMC-ACT#28	CMS-ACT#32	CPR-ACT#33
CPN-ACT#34	CLJ-ACT#35	CPO-ACT#36	CSJ-ACT#37
CSV-ACT#39	CWL-ACT#40	SEB-ACT#41	SEE-ACT#42
SPA-ACT#43	SLV-ACT#44	SMA-ACT#45	SMC-ACT#46
SML-ACT#47	SMS-ACT#48	SLJ-ACT#49	SPR-ACT#50
SSL-ACT#51	SVV-ACT#52	SWL-ACT#53	SST-ACT#54
JCC-ACT#55	SDN-ACT#56		

4) Upon completion of above mentioned processes, Tax Office personnel will inspect the statements and authorization from **Mr. Armando Barrera, Jr. Tax Assessor-Collector,** must be obtained in order to release the statements for mailing. Tax Rolls will be delivered to 2804 S. US Hwy. 281, Edinburg, Texas.

SPECIFICATIONS/REQUIREMENTS, TERMS AND CONDITIONS

1) Two weeks or less turnaround from the **date** of receipt of HD or FTP files. May **be extended if delay is caused by the Hidalgo County Tax Office or for good cause, to be determined by Hidalgo County Tax Assessor-Collector.**

2) The awarded vendor(s) must provide samples of (the actual perforated original sample) proposed items for approval prior to printing and mailing.

3) Bid amount must include materials, conversion of data, delivery and all other related costs.

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4) **Hidalgo County Tax Office will be responsible for postage** (mailing of statements only), **vendor shall provide adequate backup documentation (i.e. postage invoices) to County for reimbursement of postage cost**.

5) A sample of the Tax Statement, Tax Roll, Return Envelope, and the Window Envelopes is provided for your review.

6) Hidalgo County reserves the right to accept or reject all or any part of all bids, to waive all technicalities and to accept the lowest responsive responsible bid.

7) Hidalgo County may seek purchases/service from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

8) Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

9) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

10) All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

11) HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

12) Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

13) Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancelled.

14) Bidder(s) commitment to print and deliver mail out of tax statement no later than **November 1, 2011.**

15) In the event, the final printed statements do not meet the specifications of the final accepted proof by Hidalgo County Tax Office representative, the awarded vendor will be responsible for any additional fees which may have been incurred by Hidalgo County.

16) Vendor must provide at least two (2) references with other governmental clients located in the State of Texas such as; cities, counties, etc.

17) Vendor shall have at least one (1) office located in the State of Texas.

18) A performance bond in the full amount of the quoted amount will be required from the firm that is

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awarded the contract to guarantee compliance as to specifications and delivery date

19) **PRE-BID CONFERENCE will be held on Tuesday, JUNE , 2011 @ 10:00 a.m. at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281-New Administration Bldg, Edinburg, Texas . We encourage all interested vendor(s) to attend.**

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, Wednesday, Month 00, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, month, and 2011 by 5:00 p.m. Telephone Inquiries WILL NOT be accepted.

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-131-00-00

THIS CONTRACT is made and entered into this___day of_____**, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Printing & Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"** for **Hidalgo County Tax Assessor/Collector** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, and a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Tax Assessor/Collector** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

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otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Tax Office or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and the term of this contract shall be for a period of two weeks or less upon receipt of data tapes or FTP files from Tax Assessor/Collector. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less time frame may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the

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operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company : _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

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EXHIBIT "A"

SPECIFICATIONS

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EXHIBIT "B"

BID PAGE

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: **Armando Barrera, Jr., RTA**
Hidalgo County Tax Assessor/Collector

ATTN: Edgar Jaramillo via email: edgar.jaramillo@taxoffice.co.hidalgo.tx.us
Mary Garcia via email: mary.garcia@taxoffice.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: May 6, 2011

RE: **Approval or Disapproval of Specifications for: – Hidalgo County Tax Assessor/Collector "Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes" Bid No. 2011-131-00-00-SMA**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE	☐	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☑		

Funds Availability: ✓ YES / _____ NO/_____

Other (Specify)_____

Budget Account No.: 1-1100-415-15-140-001-0-350

SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Paul Villarreal Jr.	HCTO		5-11-11

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday May 11, 2011 @ 5:00 P.M..

Enclosures

AI-26601 **11.F.**

"Application and Implementation of TCEQ Incinerator Permit that meets State and Federal Mandates and Licensing and Related Servcies for Precinct #4

CC CONSENT

Date:	05/17/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to re-advertise the same procurment packet due to no responses received for the (RFQ) request for qualifications for "Application and Implementation of TCEQ Incinerator and Related Services for Precinct #4" No. 2011-124-05-11-NMC

BACKGROUND

1st advertisement : May 21, 2011
2nd advertisement: May 28, 2011
Bid Opening date: June 08,2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-124-001-0-334

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

BUDGETARY IMPACT:

Available balance as of 5-12-11 $15,000.00

Attachments

Link: Packet

Link: Tab sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/11/2011 11:07 AM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 11:47 AM	APRV
3	Manuel Chapa	Monica Badillo	05/11/2011 03:15 PM	APRV
4	Martha Salazar	Nielda Cavazos	05/11/2011 03:23 PM	APRV
5	Manuel Chapa	Manuel Chapa	05/12/2011 11:14 AM	APRV
6	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Nielda Cavazos Started On: 05/11/2011 10:16 AM

Final Approval Date: 05/12/2011

April 25, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**

Request For Qualifications - **"Application and Implementation of TCEQ Incinerator Permit that meets State and Federal Mandates and Licensing and Related Services for Precinct No. 4" RFQ NO: 2011-124-05-11-NMC**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/nmc

Enclosures

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY PRECINCT NO. 4
APPLICATION AND IMPLEMENTATION OF TCEQ INCINERATOR PERMIT THAT MEETS STATE AND FEDERAL MANDATES AND LICENSING AND RELATED SERVICES

RFQ NO: 2011-124-05-11-NMC

1. **Request For Qualifications Letter, consisting of _1_ page.**

2. **Check List, consisting of _1_ page.**

3. **Request for Qualifications, Legal Notice, consisting of _8_ pages.**

4. **Exhibit A, Requirements & Exhibit A-1, consisting of _9_ pages.**

5. **Exhibit B, Evaluation Criteria, consisting of _3_ pages.**

6. **Exhibit C, Insurance Requirements, consisting of _4_ pages.**

7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of_1_ pages.**

8. **Exhibit E, Proposer's Affidavit, consisting of _1_ page.**

9. **Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of _2_ pages.**

10. **IRS W-9 Form, consisting of _4_ pages.**

11. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of _1_ page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent **Date**

RFQ NO: 2011-124-05-11NMC	BUYER II: Nielda Cavazos	TEL: 956-292-7000-EXT. 4853

REQUEST FOR QUALIFICATIONS

Hidalgo County Precinct No 4
Edinburg, Texas

Application and Implementation of TECQ Incinerator Permit that meets State and Federal Mandates and Licensing and Related Services

May 11, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

LEGAL NOTICE **RFQ NO: 2011-124-05-11-NMC**

1. **Sealed Statements of Qualifications** will be received for **RFQ NO: 2011-124-05-11-NMC-Application and Implementation of TCEQ Incinerator Permit that meets State and Federal Mandates and Licensing and Related Services for Precinct No. 4** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2011-124-05-11-NMC-Application and Implementation of TCEQ Incinerator Permit that meets State and Federal Mandates and Licensing and Related Services for Precinct No. 4** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, May 11, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2011-124-05-11-NMC-Application and Implementation of TCEQ Incinerator Permit that meets State and Federal Mandates and Licensing and Related Services for Precinct No. 4

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to nielda.cavazos@co.hidalgo.tx.us BY NO LATER THAN Wednesday, May 04, 2011 at 5:00 p.m. Responses will be sent to all applicants by **Friday, May 06, 2011**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful vendor
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation **–RFQ No. 2011-124-05-11-NMC-Application and Implementation of TCEQ Incinerator Permit that meets State and Federal Mandates and Licensing and Related Services for Precinct No. 4**
   e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**May 11, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any

character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications

For

Application and Implementation of TCEQ Incinerator Permit that meets State and Federal Mandates and Licensing and Related Services for Precinct No. 4

RFQ No: 2011-124-05-11-NMC

MAY 11, 2011

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
"PROFESSIONAL ENGINEERING SERVICES
TO ASSIST HIDALGO COUNTY PRECINCT NO.4
WITH IMPLEMENTATION OF TCEQ INCINERATOR
PERMITS, LICENSES & OTHER RELATED
DOCUMENTS"

2011-124-05-11-NMC

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Engineering firms. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"ENGINEERING SERVICES FOR A NEW SOURCE REVIEW PERMIT AND TRAINING FOR THE OPERATION OF THE HIDALGO COUTY PRECTINCT #4 INCINERATOR"**- (**Request for Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, May 11, 2011. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with the following: **RFQ Number: 2011-124-05-11-NMC, by no later than, May 11, 2011, 9:30 AM,** and shall be delivered to the below referenced:

Hidalgo County Purchasing Department

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

ADDITIONAL INFORMATION:
WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, May 04, 2011 at 5:00 P.M. at (956) 318-2629 or via to nielda.cavazos@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, May 06, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

The following outlines the Request for Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when turning in RFQ.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM:
Upon completion of project(s) as approved by Hidalgo County.

All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualification and/or quotes) shall be the responsibility of the vendor and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies,** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

SCOPE OF SERVICES:
Hidalgo County is requesting proposals from experienced, qualified professional firms to provide engineering services required to assist Hidalgo County Precinct No. 4 in acquiring a new source review permit and training operations of its S-327 Air Curtain Incinerator, including, but not limited to, the following:

1. Provide on-site training for Hidalgo County Precinct No. 4 employees on the maintenance of daily log on collections of incinerator S-327 Air Curtain Incinerator, located at Hidalgo County Precinct No. 4 with the on-site map attached hereto, (Exhibit A-1)

2. Assist Hidalgo County Precinct No. 4 in preparing TCEQ application permits, licenses and related documents, to comply and meet all State of Texas and Federal mandates for the use of theS-327 Air Curtain Incinerator, located at Hidalgo County Precinct No. 4.

3. Implementation of TCEQ requirements/rules for the use of the of S-327 Air Curtain Incinerator.

4. Preparation of current and long term proposed schedules and tasks for the of the maintenance of the daily log and related matters, for the use of incinerator in accordance with TCEQ requirements/rules and addressing issues related to this project.

5. Ability to commence services immediately, upon execution of professional services agreement/contract and notification by Hidalgo County.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent experienced, qualified engineering firm(s), registered and licensed to practice in the State of Texas, in the following areas including but not limited to,:

1. Selected Firm must possess all permits, licenses and professional credentials necessary to perform services as specified under this RFQ.

2. Experience in local-area government/business relations and representation. A minimum of three (3) years experience with local-area government jurisdictions, providing similar (if not identical) services, additionally but not limited to;

3. Minimum of three (3) years experience rules and regulations on operation of S-327 Air Curtain Incinerator;

4. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.

5. Must be familiar with Texas Commission on Environmental Quality (TCEQ) rules/regulations and or laws

6. Two (2) examples of similar services provided for other entities are required preference to Counties, Cities and/or School Districts

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

The firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 3 pages.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses, certifications and assurance as required by the, the STATE OF TEXAS, HIDALGO COUNTY. The engineering firm(s) should include copies of their Professional Liability Insurance.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.

PART III – SELECTION/EVALUATION/RANKING CRITERIA

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, firms will be requested to provide a fee proposal for the scope of work.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

The following general protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the statements of qualifications received in response to this Hidalgo County Request for Qualifications;
2. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

SELECTION/EVALUATION PROCESS:
Qualifications will be graded and evaluated on a 100-point system point system with emphasis on ability to service the County. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "Exhibit B"-RFQ Evaluation Form.

EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES-40 POINTS

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. The RFQ should indicate through past experience of the proposed team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

UNDERSTANDING OF PROJECT/SIMILAR PROJECTS-35 POINTS

The proposal shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

STAFFING OF PROJECT TEAM-25 POINTS

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the services outlined in this RFQ.

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be requested to submit (as part of those negotiations) Professional Services Agreement including scope of work and fee schedule;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies**.

RFQ SUBMITTED TO: An original, seven (7) copies of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on, Wednesday, May 11, 2011.**


278339
Hidalgo County
278338
278337
696178
Unnamed Street
278329
578157
578156
507103
278327
278326
278325
278323
278324
278320
518487
Ramseyer
278321
542014
518488
278546
544174
278547
550069
278548
555110
555109
278549
278554
278555
278556
278557
278558
790031
278558
278553
20407852
278552
278551
278550
Unnamed Street
278561
278560
278559
502550
694028
278696
278697
278695
582767
694028
Davis
278704 278703
694029
278702
Alamo
278705
278727
278735
278737
278738
Kenyon
278711
278710
346006
278713
278714
278731
Unnamed Street
278728
278739
Terry
N
0 0.03 0.06 0.12 0.18 0.24
Miles

Exhibit A-1

EXHIBIT B

EVALUATION CRITERIA

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY PRECINCT NO. 4

"PROFESSIONAL ENGINEERING SERVICES
TO ASSIST WITH IMPLEMENTATION OF TCEQ INCINERATOR
PERMITS, LICENSES & OTHER RELATED
DOCUMENTS"

2011-124-05-11-NMC

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed-RFQ Evaluation Form.

EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES **40 POINTS**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. The RFQ should indicate through past experience of the proposed team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

UNDERSTANDING OF PROJECT **35 POINTS**

The proposal shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

STAFFING OF PROJECT TEAM **25 POINTS**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the services outlined in this RFQ.

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Experience of Project Team /Ability to Commit Resources	**40**	_____
Comments/Rationale For Points: _____		
2. Understanding Of Project	**35**	_____
Comments/Rationale For Points: _____		
3. Staffing Of Project Team	**25**	_____
Comments/Rationale For Points: _____		

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-

DESCRIPTION OF RFQ:	RFQ NO: 2011-124-05-11-NMC
"Application and Implementation of TCEQ Incinerator Permit that meets State and Federal Mandates and Licensing and Related Services for Precinct 4	
RFQ ACCEPTANCE DATE: May 11, 2011	**RFQ ACCEPTANCE TIME: 9:30 A.M.**

	NAME OF COMPANY	SECTION TO BE COMPLETED BY BUYER							
		Attach. B	Exhibit C Ins.	Exhibit D CIQ	Exhibit E	W-9 Form	Debarment Form	Good Standing	Last legal pg / Lic exp date
1.	No Bids								
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10									
11									
12									
13									
14									
15									

AI-26598 **11.G.**

Payment Of Invoice #U1445-02REV

CC CONSENT

Date:	05/17/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment of Invoice #U1445-02REV in the amount of $815,468.00 submitted by S&B Infrastructure, LTD., project engineer for "Raymondville Drain Project-County Wide" in connection with Contract #C-10-164-04-20-PO#642615 for invoice period through October 31, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1341-431-50-115-078-0-733

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

BUDGETARY IMPACT:

CO2009B&C-RAYMONDVILLE-DRAINAGE DITCHES
Available funds in p.o.#642615 as of 05/12/11.

Attachments

Link: Invoice Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/11/2011 01:48 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 02:27 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/12/2011 01:20 PM	APRV
4	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Vangie Garcia Started On: 05/11/2011 09:51 AM

Final Approval Date: 05/12/2011

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

INVOICE

February 23, 2011

Hidalgo County
Attention: Godfrey Garza, District Manager HCDD1
902 North Doolittle
Edinburg, Texas 78539

Project Description:
CONTRACT NO. 2010-164-04-20
"Design and Expansion of the Raymondville Drain Outfall System"

S&B Invoice No.: U1445-02REV
Invoice Period: Thru October 31, 2010

	QTY	UNIT	UNIT PRICE	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
Design and Expansion of the Raymondville Drain Outfall System	1	LS	$6,000,000	32%	$ 1,933,758.00	$ 1,118,290.00	$ 815,468.00
					PAYMENT IS REQUESTED IN THE AMOUNT OF:		$ 815,468.00

I hereby certify that this invoice is true and correct, and that all services indicated have been provided.

S & B INFRASTRUCTURE, LTD.

Daniel O. Rios, PE
Senior Vice-President

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: $ 815,468.00

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Attachments:
PROGRESS REPORT NO. 2R

5/10/2011

HIDALGO COUNTY
APR 18 2011
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain
CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 2R

Progress Period: Through October 31, 2010

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.101 - GCM - Hidalgo County							
1	GCM - Hidalgo County		$239,342	65%	$155,572	$107,704	$ 47,868
	Sub Total (GCM - Hidalgo County)		**$239,342**	**65%**	$155,572	$107,704	**$ 47,868**
U1445.102 - GCM-Willacy County							
2	GCM - Wilacy County		$180,367	35%	$63,128	$81,165	-$ 18,037
	Sub Total (GCM - Willacy County)		**$180,367**	**35%**	$63,128	$81,165	**-$ 18,037**
Note: Expanded detail for progress are shown for the following areas in Attachments A, B, and C of this report.							
U1445.201 - Environmental - Hidalgo County							
3	Environmental - Hidalgo County		$100,000	65%	$65,000	$50,000	$ 15,000
	Sub Total (Environmental - Hidalgo County)		**$100,000**	**65%**	$65,000	$50,000	**$ 15,000**
U1445.202 - Environmental - Willacy County							
4	Environmetnal - Willacy County		$2,490,000	30%	$747,000	$249,000	$ 498,000
	Sub Total (Environmental - Willacy County)		**$2,490,000**	**30%**	$747,000	$249,000	**$ 498,000**
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
5	GRR - Hidalgo County		$368,000	50%	$184,000	$110,400	$ 73,600
	Sub Total (GRR - Hidalgo County)		**$368,000**	**50%**	$184,000	$110,400	**$ 73,600**
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
6	GRR - Willacy County (H&H, PlanForm, Eco, Report Prep)		$836,145	35%	$292,651	$250,844	$ 41,807
	Sub Total (GRR - Willacy Coy (H&H, PlanForm, Eco, Report Prep))		**$836,145**	**35%**	$292,651	$250,844	**$ 41,807**
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
7	GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)		$452,813	50%	$226,407	$135,844	$ 90,563
	Sub Total (GRR - Willacy Co (Site Prep, Prelim Engr, Cost Estimates))		**$452,813**	**50%**	$226,407	$135,844	**$ 90,563**

HIDALGO COUNTY
MAY 06 2011
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain
CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 2R

Progress Period: Through October 31, 2010

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.810 - PS&E - Hidalgo County							
8	PS&E - Hidalgo County		$1,333,333	15%	$200,000	$133,333	$ 66,667
	Sub Total (PS&E - Hidalgo County)		**$1,333,333**	**15%**	$200,000	$133,333	**$ 66,667**
	Sub Total (TECHNICAL WORK ACTIVITIES)		**$6,000,000**	**32%**	**$1,933,758**	**$1,118,290**	**$815,468**
	TOTAL:		**$6,000,000**	**32%**	**$1,933,758**	**$1,118,290**	

TOTAL INVOICE AMOUNT DUE $ 815,468

Attachments:

Attachment "A" - Environmental Detail Worksheet
Attachment "B" - GRR Detail Worksheet
Attachment "C" - PS&E Detail Worksheet

HIDALGO COUNTY
MAY 06 2011
DRAINAGE DISTRICT #1

HIDALGO COU
MAY 06 2011
DRAINAGE DISTRICT #

Invoice Back-up Report
For Work Performed thru October 31, 2010

1. U1445.101 / 102 – General Contract Management (GCM) Hidalgo & Willacy Counties

(1) Project Development Schedule - developed and maintained Project Development Schedule.

(2) Construction Estimate – prepared format and criteria for construction estimate.

(3) Subcontract Administration – managed and coordinated subcontractors.

(4) Internal Management – managed and coordinated engineering and environmental activities.

2. U1445.201 / 202 – Environmental – *Hidalgo / Willacy Counties

***Hidalgo County – finalizing activities only to incorporate with the downstream (Willacy County) portion of the Project.**

(1) Gathered all previous data, reports, documents related to the project; reviewed current guidelines and procedures.

(2) Reviewed the existing Raymondville Drain Environmental Document dated September 2008 to determine any required updates.

(3) Reviewed all existing maps for any required updates.

(4) Make comments/corrections to all environmental maps.

(5) Requested the National Diversity Database (NDD) Data (Threatened and Endangered Species) at the Texas Parks and Wildlife Department (TPWD).

(6) Researched and downloaded information about Laguna Madre at the Texas Commission in Environmental Quality (TCEQ) website.

(7) Researched and downloaded the Texas Parks and Wildlife Department Annotated County List of Rare Species for Hidalgo and Willacy County.

(8) Researched and downloaded the Rare Species for Hidalgo and Willacy County at the U.S. Fish and Wildlife Services.

(9) Researched all property owners located within the proposed Raymondville Drain Project.

(10) Made a list of all property owners

(11) Mapped all property owners.

(12) Drafted a Right of Entry Request letters to all property owners.

(13) Conducted initial fieldwork (took photos and reviewed part of the alignment)

3. U1445.601 / 602 – GRR – *Hidalgo / Willacy Counties (H&H, Plan Formulation, Economics, Report Preparation)

***Hidalgo County – finalizing activities only to incorporate with the downstream (Willacy County) portion of the Project.**

(1) Reviewing and updating Geo Hms (Base Model) in preparation of generating flows; both the North Main Drain / MFC and the Raymondville Drain.

(2) Reviewing and updating HecRas (Base Model) beginning to incorporate info for storm area reductions and model flows.

(3) Evaluated locations and preliminarily identified alternate measures for plan formulation for downstream areas (Willacy County)

HIDALGO COU
MAY 0 6 2011
DRAINAGE DISTRICT

4. **U1445.802 – GRR – Willacy Counties (Site Preparation, Preliminary Engineering, Cost Estimates)**

***Hidalgo County – finalizing activities only to incorporate with the downstream (Willacy County) portion of the Project.**

(1) Identified and established Control throughout project.

(2) Identified property owners along main project route in Willacy County including Contact Name, Address and Legal Description of Property.

(3) Performed topographic survey of main project route (500' Cross Sections) to the extend of existing easement.

(4) Identified Bridge Structures throughout main route of Project (Photographed each structure and obtained GPS Position).

(5) Performed bridge inspection for all structures in main route (Deck, Superstructure and Substructure).

(6) Prepared exhibits and language to be incorporated into Preliminary Engineering Report.

(7) Prepared preliminary report for cost estimate for PS&E Segments

5. **U1445.810 – PS&E Hidalgo County**

At this time, two plan sets are being developed; Segment 2 and Segment 5:

(a) Segment 1:

- Extracted LIDAR Data
- Utilized the LIDAR Data to create a TIN file of the existing ground.
  - Created a proposed alignment for the Channel.
  - The TIN file was used to create an existing ground profile and run existing/proposed cross sections.
  - Used the existing/proposed cross sections to run earthwork for the project.
- The following Plan Sheets were created:
  - Title Sheet
  - Project Layout
  - Summary Sheets
  - Typical Sections
  - Alignment Data
  - Plan and Profile
  - Cross Sections
  - EPIC
  - SW3P

HIDALGO COUNTY
MAY 06 2011
DRAINAGE DISTRICT #1

  - Pertinent Standards
- Utilities in the area were identified.

(b) Segment 2:

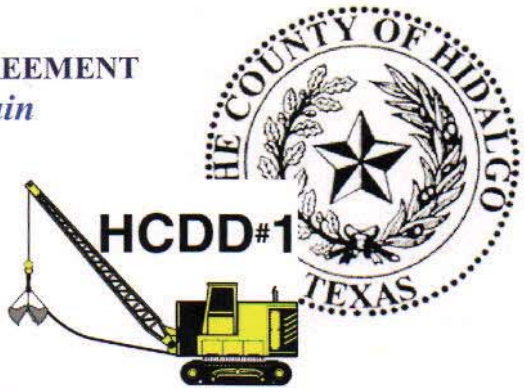
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  - Created a proposed alignment for the Channel.
  - The TIN file was used to create an existing ground profile and run existing/proposed cross sections.
  - Used the existing/proposed cross sections to run earthwork for the project.
- The following Plan Sheets were created:
  - Title Sheet
  - Project Layout
  - Summary Sheets
  - Typical Sections
  - Alignment Data
  - Plan and Profile
  - Cross Sections
  - EPIC
  - Pertinent Standards
- Utilities in the area were identified.

Awaiting additional survey data to update plan set.

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

Project Memorandum

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Design and Expansion of the Raymondville Drain
Contract No. C-10-164-04-20



S&BI Project No. U1445

6 May 2011

TO: **Hidalgo County Drainage District No. 1**
Attn: Minerva Luna
902 N. Doolittle
Edinburg, Texas 78539
(956) 292-7000 x-4862 fax (956) 318-2629

FROM: ***Sharlotte L. Teague, PE***
Senior Project Manager
S&B Infrastructure, Ltd. - McAllen

SUBJECT: **Progress Report for S&B Invoice U1445-02R**

Minnie - Attached is correct progress report for U1445-02R for Contract No. 2010-164-04-20 "Design and Expansion of the Raymondville Drain Outfall System".

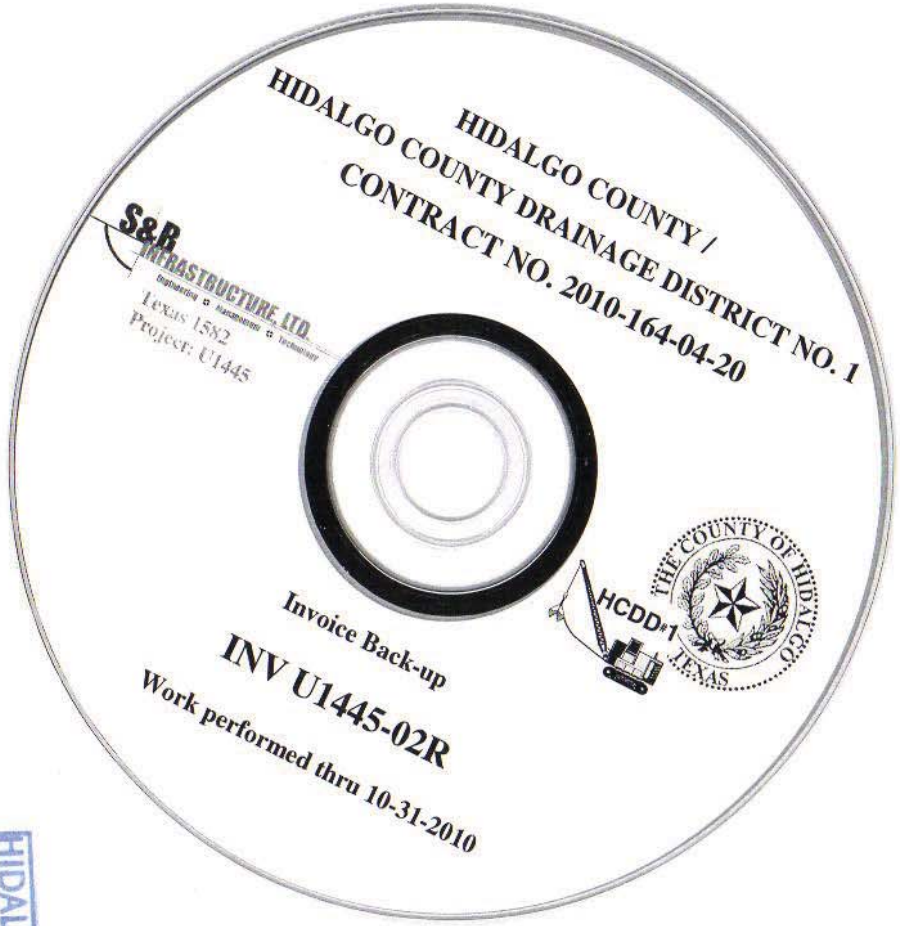
As always, if you have any questions, please do not hesitate to contact us at anytime.

attachments: as listed above

cc: project files (U1445 invoice)

5408 North 10th Street • McAllen, Texas 78504-2711
(956) 926-5000 • Fax (956) 994-0427

HIDALGO COUNTY
MAY 06 2011
DRAINAGE DISTRICT #1

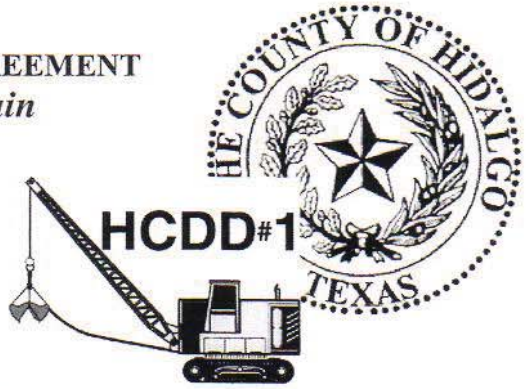


HIDALGO COUNTY
DRAINAGE DISTRICT #1
APR 18 2011

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

Project Memorandum

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Design and Expansion of the Raymondville Drain
Contract No. C-10-164-04-20



S&BI Project No. U1445

18 April 2011

TO: **Hidalgo County Drainage District No. 1**
Attn: Minerva Luna
902 N. Doolittle
Edinburg, Texas 78539
(956) 292-7000 x-4862 fax (956) 318-2629

FROM: ***Sharlotte L. Teague, PE***
Senior Project Manager
S&B Infrastructure, Ltd. - McAllen

SUBJECT: **S&B Invoice U1445-02R**

Minnie - Attached for your review / approval is a revised invoice (U1445-02R) for Contract No. 2010-164-04-20 "Design and Expansion of the Raymondville Drain Outfall System." The progress report has been expanded with detail as requested, and the CD back-up data has been organized by project task area.

As always, if you have any questions, please do not hesitate to contact us at anytime.

HIDALGO COUNTY
SUBMITTED
APR 18 2011
BY: ANA GARCIA
DRAINAGE DISTRICT #1

attachments: as listed above

cc: project files (U1445 invoice)

Received By: Ana Garcia **Date:** 4-18-11

5408 North 10th Street • McAllen, Texas 78504-2711
(956) 926-5000 • Fax (956) 994-0427

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

Project Memorandum

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Design and Expansion of the Raymondville Drain
Contract No. C-10-164-04-20



S&BI Project No. U1445

18 April 2011

TO: **Hidalgo County Drainage District No. 1**
Attn: Minerva Luna
902 N. Doolittle
Edinburg, Texas 78539
(956) 292-7000 x-4862 fax (956) 318-2629

FROM: ***Sharlotte L. Teague, PE***
Senior Project Manager
S&B Infrastructure, Ltd. - McAllen

SUBJECT: **S&B Invoice U1445-02R**

Minnie - Attached for your review / approval is a revised invoice (U1445-02R) for Contract No. 2010-164-04-20 "Design and Expansion of the Raymondville Drain Outfall System." The progress report has been expanded with detail as requested, and the CD back-up data has been organized by project task area.

As always, if you have any questions, please do not hesitate to contact us at anytime.

attachments: as listed above

cc: project files (U1445 invoice)

HIDALGO COUNTY
APR 18 2011
DRAINAGE DISTRICT #1

5408 North 10th Street • McAllen, Texas 78504-2711
(956) 926-5000 • Fax (956) 994-0427

AI-26561 **11.H.**

BCAP - Change Order No.2 Aldamas Subdivision Precinct No.2

CC CONSENT

Date:	05/17/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Change Order No. 2 with contractor Total Commitment, LLC for Aldamas Subdivision I & II, Pct. No. 2 reflecting a decrease of (-$2,250.00) due to three (3) sanitary manhole adjustments-not necessary nor performed as detailed and submitted through project SAM Engineering & Surveying, Inc. (C-CAP-10-232-08-10).

BACKGROUND

Does not require TxDot approval.

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-122-937-0-733

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

BUDGETARY IMPACT:
P.O.#649644

Does not require TxDot approval.

Attachments

Link: Change Order No.2 Aldamas Subdivision I & II

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/11/2011 08:46 AM	APRV
2	Purchasing Department	Marty Salazar	05/11/2011 10:54 AM	APRV
3	Budget & Management	Erika Zamora	05/11/2011 11:45 AM	APRV
4	Roland Garcia	Rolando Garcia	05/12/2011 09:00 AM	APRV
5	Auditor's Office		05/12/2011 05:17 PM	NEW

Form Started By: Marcie Jackson Started On: 05/09/2011 11:09 AM

Final Approval Date: 05/12/2011

CHANGE ORDER NUMBER TWO(2)

Project: ALDAMAS SUBDIVISION I & II

DATE OF ISSUANCE: May 4, 2011 EFFECTIVE DATE: _____

OWNER: HIDALGO COUNTY PRECINT NO. 2
OWNER'S CONTRACT NO: C-CAP-10-232-08-10

CONTRACTOR: TOTAL COMMITMENT, LLC.
11435 N. BRYAN ROAD
MISSION, TEXAS 78573

ENGINEER: SAM ENGINEERING & SURVEYING, INC.
200 S. CAGE BLVD, SUITE A
PHARR, TEXAS 78577

You ar directed to make the following changes in the Contract Documents.

Description:
1. Contractor adjusted 24 sanitary manholes as required. Estimated amount was 27 services at a unit price amount of $750 per service adjustment.
2
3
4
5
6

Reason for Change Order:
1. Three (3) adjustments were unnecessary due to vertical clearance.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 376,612.50	Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ 20,250	Net Change from previous Change Orders 21 calendar days
Contract Price prior to this Change Order $ 396,862.50	Contract Time prior to this Change Order Substantial Completion: 111 calendar days or dates
Net Increase(decrease) of this Change Order $ (2,250.00)	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 394,612.50 Net % increase(decrease)from original contract price. -0.59%	Contract Time with all approved Change Orders Substantial Completion: 111 calendar days or dates

RECOMMENDED:
By: _____
Enigineer (Authorized Signature)
Date: 5/5/2011

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 5-5-11

Exhibit E-B

TOTAL COMMITMENT	Contractor Name	Application No.:	4
10/28/2010	Starting Date	Application Date:	3/21/2011
2/25/2011	Project Ending Date	Period To:	2/25/2011
ALDAMAS I & II	Engineer's / County Project Description	Engineer's / County Project No.:	C-CAP-10-232-08-10

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month			Fourth Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																						
1	100	PREPARING ROW	STA	$ 500.00	29.72	14,860.00	$ -	0.0	-	29.72	29.72	$ 14,860.00	-	29.72	-	-	29.72	-	-	29.72	-	14,860.00	0	$ -
2	152	6" ROAD GRADER WORK (DENS.CONT.)SUBGRA	SY	$ 1.50	12,216.0	18,324.00	$ -	0.0	-	0.00	0.00	$ -	6,108.00	6,108.00	9,162.00	6,108.00	12,216.00	9,162.00	-	12,216.00	-	18,324.00	0	$ -
3	247	8" FLEX BASE (COMPL IN PLC) (TY-D GR6 CL2)	SY	$ 6.00	11,540.0	69,240.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	11,540.00	11,540.00	69,240.00	-	11,540.00	-	69,240.00	0	$ -
4	260	LIME TREATMENT AT 3%	TONS	$ 160.00	104.0	16,640.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	104.00	104.00	16,640.00	-	104.00	-	16,640.00	0	$ -
5	310	ASPH MATRL (MC-30)	GAL	$ 5.00	2,309.0	11,545.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	2,309.00	2,309.00	11,545.00	-	2,309.00	-	11,545.00	0	$ -
6	340	1 1/2" HOT MIX ASPHALT CONC. TYPE -D	SY	$ 6.00	9,854.0	59,124.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	9,854.00	9,854.00	59,124.00	59,124.00	0	$ -
7	500	MOBILIZATION	LS	$ 1,000.00	1.0	1,000.00	$ -	0.0	-	1.00	1.00	$ 1,000.00	-	1.00	-	-	1.00	-	-	1.00	-	1,000.00	0	$ -
8	502	BARRICADES, SIGN AND TRAFFIC HANDLING	MO	$ 350.00	2.0	700.00	$ -	0.0	-	1.00	1.00	$ 350.00	-	1.00	-	1.00	2.00	350.00	-	2.00	-	700.00	0	$ -
		Total Roadway				**$ 191,433.00**						**$ 16,210.00**			**$ 9,162.00**			**106,937.00**			**59,124.00**	**$ 191,433.00**		**$ -**
		DRAINAGE																						
9	530	DRIVEWAY (CONCRETE)	SY	$ 29.25	838.0	24,511.50	$ -	0.0	-	0.00	0.00	$ -	-	-	-	838.00	838.00	24,511.50	-	838.00	-	24,511.50	0	$ -
10	465	INLET (COMPLETE)(TYPE A)	EA	$ 2,000.00	8.0	16,000.00	$ -	0.0	-	4.00	0.00	$ 8,000.00	4.00	4.00	8,000.00	-	8.00	-	-	8.00	-	16,000.00	0	$ -
11	465	4' CONC. STORM MANHOLE	EA	$ 2,100.00	6.0	12,600.00	$ -	0.0	-	2.00	0.00	$ 4,200.00	4.00	4.00	8,400.00	-	6.00	-	-	6.00	-	12,600.00	0	$ -
12	506	TEMP SEDMTCONT FENCE	LF	$ 2.00	6,000.0	12,000.00	$ -	0.0	-	0.00	0.00	$ -	2,000.00	2,000.00	4,000.00	4,000.00	6,000.00	8,000.00	-	6,000.00	-	12,000.00	0	$ -
13	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	$ 0.50	6,000.0	3,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	6,000.00	6,000.00	3,000.00	-	6,000.00	-	3,000.00	0	$ -
14	529	CONC CURB & GUTTER (18"X12")	LF	$ 6.25	6,440.0	40,250.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	6,440.00	6,440.00	40,250.00	-	6,440.00	-	40,250.00	0	$ -
15	529	VALLEY GUTTER	SY	$ 36.00	34.0	1,224.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	34.00	34.00	1,224.00	-	34.00	-	1,224.00	0	$ -
16	530	DRIVEWAY (ASPH CONC PAV) (PB-1)	SY	$ 22.00	575.0	12,650.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	275.00	275.00	6,050.00	300.00	575.00	6,600.00	12,650.00	0	$ -
17	556	18" RCP STORM DRAIN CL III	LF	$ 24.00	140.0	3,360.00	$ -	0.0	-	72.00	0.00	$ 1,728.00	68.00	68.00	1,632.00	-	140.00	-	-	140.00	-	3,360.00	0	$ -
18	556	24" RCP STORM DRAIN CL III	LF	$ 28.00	1,978.0	55,384.00	$ -	0.0	-	272.00	0.00	$ 7,616.00	1,706.00	1,706.00	47,768.00	-	1,978.00	-	-	1,978.00	-	55,384.00	0	$ -
		OUT FALL EXCAVATION	CY	$ 7.00	600.0	4,200.00	$ -	0.0	-	300.00	0.00	$ 2,100.00	300.00	300.00	2,100.00	-	600.00	-	-	600.00	-	4,200.00	0	$ -
		Total Drainage				**185,179.50**						**$ 23,644.00**			**71,900.00**			**83,035.50**			**6,600.00**	**$ 185,179.50**		**$ -**
		TOTAL BASE AMOUNTS				**$ 376,612.50**						**$ 39,854.00**			**$ 81,062.00**			**189,972.50**			**65,724.00**	**$ 376,612.50**		**$ -**
19	CO#1	SANITARY SEWER SERVICE ADJUST.	EA	$ -	0	-	$ 750.00	27.0	$ 20,250.00				23.00	23.00	17,250.00	1.00	24.00	750.00				$ 18,000.00	3	$ 2,250.00
20	CO#2	SANITARY SEWER SERVICE ADJUST.	EA	$ -	0	-	$ 750.00	(3.0)	$ (2,250.00)													$ -	0	$ (2,250.00)
		TOTAL BASE AMOUNT PLUS CO:				**$ 376,612.50**			**$ 394,612.50**						**98,312.00**			**190,722.50**				**$ 394,612.50**		**$ -**

Samuel Maldonado
Print Name

5/5/2011
Date

Signature

Exhibit E-O