AI-27682 **2. A.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Armando Barrera Jr. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2011 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/03/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/29/2011 11:26 AM
Ana Galvan	Anna Galvan	08/03/2011 02:57 PM
Auditor's Office	Arcilia Duran	08/04/2011 11:16 AM

Form Started By: Mary Garcia Started On: 07/22/2011 11:28 AM

Final Approval Date: 08/04/2011

DATE: July 29, 2011

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 1-1100-415-15-140-001-0-XXX

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 NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
442	Equipment & Vehicle Rentals	622	Electricity	$4,000.00
			TOTAL	$4,000.00

REASON: **Need to cover electricity cost for the office.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-27896 **2. B.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Facilities Mgmt. Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

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 funds as of 08/04/11.

Attachments

Intradept Transfer (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/04/2011 09:18 AM
Ana Galvan	Anna Galvan	08/05/2011 02:35 PM
Auditor's Office	Arcilia Duran	08/05/2011 03:06 PM

Form Started By: Olga Garza Started On: 08/04/2011 08:55 AM

Final Approval Date: 08/05/2011

DATE: August 9, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Mgmt.

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

Contact Person: Olga Garza **Ph#:** (956) 292-7025 Ext. 5427

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
609	AGRICULTURE & LANDSCAPING SUPPL	550	PRINTING & BINDING	200.00
			TOTAL	200.00

REASON:
Intradepartmental transfer to cover a request for printing of blue prints.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27844 **2. C.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Yvonne Ramon Submitted By: Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2011 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

341 --> 631 $3.14
342 --> 631 $8.50
748 --> 631 $9.61
535 --> 631 $30.00
Available balance as of 08/03/11

Attachments

Elections Dept- LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2011 02:57 PM
JC Carreon	JC Carreon	08/03/2011 10:08 AM
Auditor's Office	Arcilia Duran	08/04/2011 11:24 AM

Form Started By: Veronica Lopez Started On: 08/02/2011 01:47 PM

Final Approval Date: 08/04/2011

DATE: August 2, 2011

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

2011
Transfer

AI- 27844

Contact Person: Veronica Lopez **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 11 (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION
341	Elections Dept- Data Mgmt & Pr	631	Elections Dept- Bottled Water
342	Elections Dept- Info & Credit	631	Elections Dept- Bottled Water
748	Elections Dept- Other Equip	631	Elections Dept- Bottled Water
535	Elections Dept- Postage	631	Elections Dept- Bottled Water

AMOUNT
3.14
$8.50
$9.61
$30.00
$51.25

AI-27905 **2. D.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2011 - IT Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-04-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/04/2011 03:42 PM
Veronica Ortiz	Veronica Ortiz	08/04/2011 03:56 PM
Auditor's Office	Arcilia Duran	08/05/2011 09:22 AM

Form Started By: Edna Kirby Started On: 08/04/2011 02:54 PM

Final Approval Date: 08/05/2011

COUNTY OF HIDALGO COMMISSIONERS' COURT
AGENDA REQUEST FORM

NO:

DATE: August 8, 2011 **MEETING DATE REQUEST:**

DEADLINE FOR ACTION: ASAP **CONTACT PERSON:**

DEPARTMENT: **PHONE:**

DEPT. HEAD / OFFICIAL SIGNATURE: **FAX:**

CAPTION:

BACKGROUND: (Briefly summarize your request, use separate sheet(s) if needed or attach supporting documentation.)

BUDGETARY IMPACT:

PLEASE INITIAL FOR APPROVAL:

Legal Counsel: **Budget:** **Human Resources:**

COMMENTS:

ACTION TAKEN BY COMMISSIONER'S COURT:

Approved on: (DATE) **Tabled on:** (DATE) **Denied on:**

Motion made by: **Second by:** **Vote:**

DATE: August 9, 2011

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 1-1100-415-00-200-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	INFO TECH DEPT - COMPUTER SERVICES	442	INFO TECH DEPT - EQUIP & VEH RENTALS	$180.00
336	INFO TECH DEPT - COMPUTER SERVICES	584	REG. FEES	300.00
			TOTAL	**$480.00**

REASON: **Tranfer monies to the correct object code to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-27888 **2. E.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

2011 - County Treasurer (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-16-150-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-04-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:07 PM
Veronica Ortiz	Veronica Ortiz	08/04/2011 11:33 AM
Auditor's Office	Arcilia Duran	08/04/2011 01:11 PM

Form Started By: Fred Zamarripa Started On: 08/03/2011 04:37 PM

Final Approval Date: 08/04/2011

Date: August 9, 2011
Department Head: Norma G. Garcia
Department Name: Treasurer's Office
Account Number: -1100-415-16-150-001-0-

Subject: Budget Line-Item Transfer(s)

Honorable commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT NUMBER	ACCOUNT (OBJECT) NAME		OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
350	Other Services	- - >	661	Minor Office Furniture	39.28
432	Veh.Repair & Maint Service	- - >	661	Minor Office Furniture	80.00
550	Printing & Binding	- - >	661	Minor Office Furniture	83.64
672	Veh.Repair & Maint Supplies	- - >	661	Minor Office Furniture	100.00
780	Capital Leases	- - >	661	Minor Office Furniture	100.00
810	Dues & Memberships	- - >	661	Minor Office Furniture	105.00
		- - >			
		- - >			
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		- - >			
		- - >			
				TOTAL	507.92

Reason:
To cover purchase of date and time stamp machine to replace current one (broken).

Norma G. Garcia
Hidalgo County Treasurer

Approved Commissioners' Court _____ Date _____ Attest County Clerk

AI-27879 **2. F.**

CC CONSENT

Meeting Date: 08/09/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-008-1-XXX

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

BUDGETARY IMPACT:

Available account balance as of 8-4-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:03 PM
JC Carreon	JC Carreon	08/04/2011 09:57 AM
Auditor's Office	Arcilia Duran	08/04/2011 11:15 AM

Form Started By: Mike Escaname Started On: 08/03/2011 03:47 PM

Final Approval Date: 08/04/2011

Date: August 3, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-008-1- T.B. CONTROL
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
1-1293-441-00-340-008-1-320	T.B. CONTROL-PROFESSIONA	1-1293-441-00-340-008-1-601	T.B. CONTROL-OFFICE & CON	$223.17
1-1293-441-00-340-008-1-550	T.B. CONTROL-PRINTING & B	1-1293-441-00-340-008-1-601	T.B. CONTROL-OFFICE & CON	$173.65
1-1293-441-00-340-008-1-583	T.B. CONTROL-TRAVEL OUT (	1-1293-441-00-340-008-1-601	T.B. CONTROL-OFFICE & CON	$ 346.58
1-1293-441-00-340-008-1-603	T.B. CONTROL-EDUCATION/IN	1-1293-441-00-340-008-1-601	T.B. CONTROL-OFFICE & CON	$ 5.15
1-1293-441-00-340-008-1-604	T.B. CONTROL-MEDICAL & LA	1-1293-441-00-340-008-1-601	T.B. CONTROL-OFFICE & CON	$ 509.75
1-1293-441-00-340-008-1-605	T.B. CONTROL-CLOTHING & U	1-1293-441-00-340-008-1-601	T.B. CONTROL-OFFICE & CON	$ 2.80
1-1293-441-00-340-008-1-661	T.B. CONTROL-MINOR OFFICI	1-1293-441-00-340-008-1-601	T.B. CONTROL-OFFICE & CON	$ 67.34
1-1293-441-00-340-008-1-672	T.B. CONTROL-EQ&VEH R&M	1-1293-441-00-340-008-1-601	T.B. CONTROL-OFFICE & CON	$ 1.50
1-1293-441-00-340-008-1-745	T.B. CONTROL-COMPUTER E	1-1293-441-00-340-008-1-601	T.B. CONTROL-OFFICE & CON	$ 1,720.00
			Amount	$ 3,049.94

Revenue Account
Amount Requested: $ 3,049.94

Reason: Line item transfer needed to cover anticipated office supplies expenditures.
Grant ends on 08/31/11.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-27886 **2. G.**

CC CONSENT

Meeting Date: 08/09/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-012-1-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/05/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:06 PM
Ana Galvan	Anna Galvan	08/05/2011 02:34 PM
Auditor's Office	Arcilia Duran	08/05/2011 03:06 PM

Form Started By: Mike Escaname Started On: 08/03/2011 04:21 PM

Final Approval Date: 08/05/2011

Date: August 3, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-012-1-XXX - IMM DIV LOCAL
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
1-1293-441-00-340-012-1-540	ADVERTISING	1-1293-441-00-340-012-1-661	MINOR OFFICE FURN & EQUIP	$ 1,070.00
1-1293-441-00-340-012-1-540	ADVERTISING	1-1293-441-00-340-012-1-743	OFFICE FURNITURE & EQUIP	$ 2,065.00
1-1293-441-00-340-012-1-540	ADVERTISING	1-1293-441-00-340-012-1-601	OFFICE & COMPUTER SUPPLIES	$ 4,888.82
			Amount	$ 8,023.82

Reason: Line item transfer needed to fund anticipated expenditures.
Grant ends on 08/31/2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-27873 **2. H.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-40-180-001-0-XX

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

BUDGETARY IMPACT:

Available account balance as of 08-04-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 04:59 PM
Veronica Ortiz	Veronica Ortiz	08/04/2011 03:58 PM
Auditor's Office	Arcilia Duran	08/05/2011 09:18 AM
Purchasing Department	Marty Salazar	08/05/2011 10:58 AM

Form Started By: Rene Perez Started On: 08/03/2011 02:56 PM

Final Approval Date: 08/05/2011

X

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 8/3/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1100-415-40-180-001-0

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 CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
540	CO CLERK-ADVERTISING	810	CO CLERK-DUES & MEMBERSHIPS	$350.00
601	CO CLERK-OFFICE & COMPUTER SUPPLIES	583	CO CLERK-TRAVEL OUT OF COUNTY	$500.00
339	CO CLERK-OTHER PROF SRV	583	CO CLERK-TRAVEL OUT OF COUNTY	$2,000.00
			TOTAL	$2,850.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-27854 **2. I.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Yolanda Chapa Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

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:

Funds available as of 08/05/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 10:59 AM
Ana Galvan	Anna Galvan	08/05/2011 04:52 PM
Auditor's Office	Angela Garcia	08/05/2011 05:28 PM

Form Started By: SANDRA DELEON Started On: 08/03/2011 10:03 AM

Final Approval Date: 08/05/2011

DATE: August 3, 2011

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office

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

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
855	Late fees, penalties, & finance	640	Reference materials
			TOTAL

REASON: For purchase of reference books.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUN**

accordance

AMOUNT
100.00
100.00

NTY CLERK

AI-27914 **2. J.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Rene Guerra,Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2011 - HIDTA (1254)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1254-412-00-270-014-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 8-5-11

Attachments

Transfer#9

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/05/2011 10:12 AM
JC Carreon	JC Carreon	08/05/2011 10:48 AM
Auditor's Office	Angela Garcia	08/05/2011 05:28 PM

Form Started By: Nelda Olivarez Started On: 08/05/2011 10:01 AM

Final Approval Date: 08/05/2011

DATE: AUGUST 5, 2011

Transfer Number: 9

DEPARTMENT HEAD: DORA L. MUNOZ /FOR RENE GUERRA

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER: 1-1254-412-00-270-014-0-xxx U.S. JUSTICE FUNDS

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		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
1-1254-412-00-270-014-0- 664	OTHER MINOR EQUIPMENT	1-1254-412-00-270-014-0- 665	MINOR COMPUTER EQUPMENT	500.00
TOTAL				**$ 500.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

_____ __/__/__ _____ __/__/__

Dora L. Munoz — DATE — Attest County Clerk — DATE

H.I.D.T.A. Task Force Commander

_____ __/__/__ _____ __/__/__

Budget Officer — DATE — Approved Commissioners' Court — DATE

AI-27849 **2. K.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Nelda Olivarez Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - HIDTA Task Force (1252)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1252-412-00-270-012-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/03/2011.
Services/ work performed under the overtime account is on an as needed basis. There is no specific no. of hours designated.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/04/2011 07:59 AM
Rosalinda Cantu	Rosie Cantu	08/04/2011 10:35 AM
Auditor's Office	Arcilia Duran	08/04/2011 01:15 PM

Form Started By: Sylvia Solis Started On: 08/03/2011 09:42 AM

Final Approval Date: 08/04/2011

DATE: AUGUST 1, 2011 Transfer Number: **1**

DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER: 1-1252-412-00-270-012-0-XXX (US TREASURY-ASSET FORFEITURE FUNDS)

SUBJECT: Budget Line-Item Transfers (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		***TO***		
ACCOUNT NO.(S)	***ACCOUNT NAME***	***ACCOUNT NO.(S)***	***ACCOUNT NAME***	***AMOUNT***
1-1252-412-00-270-012-0- 131	OVERTIME PAY	1-1252-412-00-270-012-0- 441	LAND & BLDG RENTALS	45,300.00
1-1252-412-00-270-012-0- 220	FICA	1-1252-412-00-270-012-0- 441	LAND & BLDG RENTALS	3,450.00
1-1252-412-00-270-012-0- 230	RETIREMENT	1-1252-412-00-270-012-0- 441	LAND & BLDG RENTALS	4,350.00
	TOTAL			**53,100.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

Dora L. Munoz ___/___/___ Attest County Clerk ___/___/___

H.I.D.T.A. Task Force Commander DATE DATE

Budget Officer ___/___/___ Approved Commissioners' Court ___/___/___

DATE DATE

DATE: March 15, 2011 Transfer Number: **2**

DEPARTMENT HEAD: RENE GUERRA

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER:

SUBJECT: Budget Line-Item Transfers (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		***TO***		
ACCOUNT NO.(S)	***ACCOUNT NAME***	***ACCOUNT NO.(S)***	***ACCOUNT NAME***	***AMOUNT***
	TOTAL			**0.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

_____ ___/___/___ _____ ___/___/___

Dora L. Munoz DATE Attest County Clerk DATE

H.I.D.T.A. Task Force Commander

_____ ___/___/___ _____ ___/___/___

Budget Officer DATE Approved Commissioners' Court DATE

AI-27853 **2. L.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Nellda Olivarez Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - HIDTA Task Force (1251)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1251-412-00-270-011-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/03/2011. See attached analysis for funding availibility.

Attachments

LIT

Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 04:57 PM
Rosalinda Cantu	Rosie Cantu	08/04/2011 10:47 AM
Auditor's Office	Arcilia Duran	08/04/2011 01:16 PM

Form Started By: Sylvia Solis Started On: 08/03/2011 09:52 AM

Final Approval Date: 08/04/2011

DATE: AUGUST 1, 2011

Transfer Number: **1**

DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER: 1-1251-412-00-270-011-0-XXX - CHAPTER 59 FUNDS

SUBJECT: Budget Line-Item Transfers (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		***TO***		
ACCOUNT NO.(S)	***ACCOUNT NAME***	***ACCOUNT NO.(S)***	***ACCOUNT NAME***	***AMOUNT***
1-1251-412-00-270-011-0- 113	REG F/T EMPLOYEES	1-1251-412-00-270-011-0- 603	EDUCATIONAL/INSTRUCTIONAL SUPPLIES	200.00
	TOTAL			$200.00

REASON: TO FUND UNANTICIPATED EXPENDITURES

Dora L. Munoz
H.I.D.T.A. Task Force Commander — ___/___/___ DATE

Attest County Clerk — ___/___/___ DATE

Budget Officer — ___/___/___ DATE

Approved Commissioners' Court — ___/___/___ DATE

DATE:

Transfer Number: **2**

DEPARTMENT HEAD: RENE GUERRA

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER:

SUBJECT: Budget Line-Item Transfers (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		***TO***		
ACCOUNT NO.(S)	***ACCOUNT NAME***	***ACCOUNT NO.(S)***	***ACCOUNT NAME***	***AMOUNT***

DATE:

Transfer Number: **3**

DEPARTMENT HEAD: DORA L. MUNOZ /FOR RENE GUERRA

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER:

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		***TO***		
ACCOUNT NO.(S)	***ACCOUNT NAME***	***ACCOUNT NO.(S)***	***ACCOUNT NAME***	***AMOUNT***
	TOTAL			**$ -**

REASON: TO FUND UNANTICIPATED EXPENDITURES

Dora L. Munoz H.I.D.T.A. Task Force Commander	___/___/___ DATE	Attest County Clerk	___/___/___ DATE
Budget Officer	___/___/___ DATE	Approved Commissioners' Court	___/___/___ DATE

HIDTA TASK FORCE

SALARIES ANALYSIS WORKSHEET

As of August 03, 2011

Acct No: 1-1251-412-00-270-011-0-XXX **CHAPTER 59 FUNDS**

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Salaries & Fringes
113	Regular Full-Time	$421,671.00	$16,218.12	12.0	$194,617.38	$256,326.61	$61,709.23
117	Supplemental Pay	$600.00	$23.08	12.0	$276.92	$276.93	$0.01
211	Health	$32,717.00	$1,363.21	10.0	$13,632.08	$19,155.32	$5,523.24
212	Life	$248.00	$20.67	5.0	$103.33	$140.13	$36.80
220	FICA	$32,577.00	$1,252.96	12.0	$15,035.54	$19,907.63	$4,872.09
230	Retirement	$40,883.00	$1,572.42	12.0	$18,869.08	$24,127.61	$5,258.53
250	Unemployment	$2,130.00	$81.92	12.0	$983.08	$1,305.65	$322.57
260	Workers Comp	$0.00	$0.00	12.0	$0.00	$0.00	$0.00
TOTAL		**$530,826.00**	**$20,532.38**	**-**	**$243,517.42**	**$321,239.88**	**$77,722.46**

AI-27917 **2. M.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Corina Hernandez Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Auxilary Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-045-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/05/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/05/2011 11:22 AM
Ana Galvan	Anna Galvan	08/05/2011 03:57 PM
Auditor's Office	Arcilia Duran	08/05/2011 04:17 PM

Form Started By: Angela Garcia Started On: 08/05/2011 11:14 AM

Final Approval Date: 08/05/2011

BUDGET INTRADEPARTMENAL TRANSFER

DATE: 08/05/11

DEPARTMENT HEAD: JUDGE JUAN PARTIDA

DEPARTMENT NAME: AUX. COURT

ACCOUNT NUMBER: 1-1100-412-00-045-001-0-XXX

CONTACT PERSON: CORINA HERNANDEZ

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		**TO**	
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**
442	**RENTAL OF EQUIP. & VEH.**	**831**	**COURT COST & INVEST.**
535	**POSTAGE**	**831**	**COURT COST & INVEST.**
			TOTAL

REASON: PAY INVOICES OF VISITING JUDGES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY C

BUDGET INTRADEPARTMENAL TRANSFER

AMOUNT
$ 1,000.00
$ 1,750.00
2,750.00

CLERK

AI-27851 **2. N.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 08/05/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Angela Garcia	08/03/2011 03:55 PM
Emilia Uriegas	Emilia Uriegas	08/03/2011 03:57 PM
Budget & Management	Merlen P. Munoz	08/03/2011 04:55 PM
Ana Galvan	Anna Galvan	08/05/2011 02:16 PM
Auditor's Office	Arcilia Duran	08/05/2011 03:06 PM

Form Started By: Myra Montoya Started On: 08/03/2011 09:48 AM

Final Approval Date: 08/05/2011

DATE: 8/3/2011

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 1-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
1-1100-421-00-280-001-0	582-TRANSPORTATION OF DETAINEES	➔	1-1100-421-00-280-001-0	748- OTHER EQUIPMENT	$9,965.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
			T O T A L		**$9,965.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER COST FOR PURCHASE OF EMERGENCY OVER HEAD LIGHTS.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

COUNTY AUDITOR'S FORM: ARS-CA-017

REVISED: 02/11/2003

AI-27835 **2. O.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: EUSTOLIA HERNANDEZ Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - J.P. 1/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-061-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-04-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2011 11:18 AM
Veronica Ortiz	Veronica Ortiz	08/04/2011 11:29 AM
Auditor's Office	Arcilia Duran	08/04/2011 01:03 PM

Form Started By: Angela Garcia Started On: 08/02/2011 10:05 AM

Final Approval Date: 08/04/2011

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: 08/02/11

DEPARTMENT HEAD: JUDGE GILBERTO SAENZ

DEPARTMENT NAME: J.P. 1/1

ACCOUNT NUMBER: 1-1100-412-00-061-001-0-XXX

CONTACT PERSON: EUSTOLIA HERNANDEZ

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
550	PRINTING & BINDING	780	CAPITAL LEASE	31.00
			TOTAL	31.00

REASON: NEED ENOUGH TO COVER XEROX DEC. 2011 INVOICE

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-27876 **2. P.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Judge Rudy Gonzalez Submitted By: Dora Gutierrez, COUNTY COURT #1

Department: COUNTY COURT #1

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?:

BUDGETARY IMPACT:

Available account balance as of 8-4-11

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 03:32 PM
JC Carreon	JC Carreon	08/04/2011 09:55 AM
Auditor's Office	Arcilia Duran	08/04/2011 11:28 AM

Form Started By: Dora Gutierrez Started On: 08/03/2011 03:18 PM

Final Approval Date: 08/04/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **August 8, 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: 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
780	CAPITAL LEASES	583	travel out of county	$ 800.00
780	CAPITAL LEASES	601	office supplies	$ 200.00
			TOTAL	$ 1,000.00

REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-27870 **2. Q.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/05/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 02:57 PM
Ana Galvan	Anna Galvan	08/05/2011 11:27 AM
Auditor's Office	Arcilia Duran	08/05/2011 11:52 AM

Form Started By: Robert Elizondo Started On: 08/03/2011 02:53 PM

Final Approval Date: 08/05/2011

AI - 27870

DATE: August 8, 2011 **MEETING REQUEST DATE:** August 9, 2011

DEPARTMENT HEAD COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME PCT #1 PARKS

ACCOUNT NUMBER: 1-1100-452-00-121-013-0-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-	452-	00-	121-	013-	0-	339	other professional services	1-	1100-	452-	00-	121-	013-	0-	671	bldg & other struc R&M suppl	1,710.00
1-	1100-	452-	00-	121-	013-	0-	540	advertising	1-	1100-	452-	00-	121-	013-	0-	671	bldg & other struc R&M suppl	1,231.15
1-	1100-	452-	00-	121-	013-	0-	442	equipment & vehicle rentals	1-	1100-	452-	00-	121-	013-	0-	679	other R&M supplies	2,000.00
1-	1100-	452-	00-	121-	013-	0-	664	other minor equipment	1-	1100-	452-	00-	121-	013-	0-	679	other R&M supplies	1,000.00
1-	1100-	452-	00-	121-	013-	0-	550	printing and binding	1-	1100-	452-	00-	121-	013-	0-	613	safety supplies	678.05
1-	1100-	452-	00-	121-	013-	0-	607	household & janitorial supplies	1-	1100-	452-	00-	121-	013-	0-	810	dues & memberships	85.00
1-	1100-	452-	00-	121-	013-	0-	432	equipment & vehicle services	1-	1100-	452-	00-	121-	013-	0-	672	equip & veh R&M supplies	1,500.00
																		8,204.20

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

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-27872 **2. R.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-04-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 02:58 PM
Veronica Ortiz	Veronica Ortiz	08/04/2011 11:32 AM
Auditor's Office	Arcilia Duran	08/04/2011 01:11 PM

Form Started By: Robert Elizondo Started On: 08/03/2011 02:55 PM

Final Approval Date: 08/04/2011

DATE: August 8, 2011 **MEETING REQUEST DATE:** August 9, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI# **27872**

DEPARTMENT NAME: PCT #1 Administration JE-

ACCOUNT NUMBER: 1-1200-431-00-121-004-0-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	-1200	-431	-00	-121	-004	-0	532	Wireless Devices	1	-1200	-431	-00	-121	-004	-0	601	Office Supplies	2,000.00
1	-1200	-431	-00	-121	-004	-0	607	Household & Janitorial Sup	1	-1200	-431	-00	-121	-004	-0	601	Office Supplies	700.00
1	-1200	-431	-00	-121	-004	-0	431	Bldg. & Other Strutc R&M S	1	-1200	-431	-00	-121	-004	-0	601	Office Supplies	1,300.00
1	-1200	-431	-00	-121	-004	-0	661	Minor Office Furniture & Equip	1	-1200	-431	-00	-121	-004	-0	665	Minor Comp. Equip.	1,200.00
1	-1200	-431	-00	-121	-004	-0	661	Minor Office Furniture & Equip	1	-1200	-431	-00	-121	-004	-0	743	Office Furniture & Equip.	2,000.00
1	-1200	-431	-00	-121	-004	-0	431	Bldg. & Other Strutc R&M S	1	-1200	-431	-00	-121	-004	-0	745	Computer Equip.	3,000.00
1	-1200	-431	-00	-121	-004	-0	431	Bldg. & Other Strutc R&M S	1	-1200	-431	-00	-121	-004	-0	743	Office Furniture & Equip.	2,000.00
1	-1200	-431	-00	-121	-004	-0	442	Rental of Equip. & Vehicles	1	-1200	-431	-00	-121	-004	-0	810	Dues & Memberships	170.00
																		12,370.00

REASON: PREPARING FOR PURCHASES AND SERVICES THAT ARE NEEDED.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-27829 **2. S.**

CC CONSENT

Meeting Date: 08/09/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 Adm. (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?:

BUDGETARY IMPACT:

Funding available in the amount of $20,509.04 as of 08/01/2011.
From 743 -----> 745 $5,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2011 08:09 AM
Veronica Ortiz	Veronica Ortiz	08/04/2011 11:28 AM
Auditor's Office	Arcilia Duran	08/04/2011 11:35 AM

Form Started By: Yolanda Cisneros Started On: 08/01/2011 05:28 PM

Final Approval Date: 08/04/2011

DATE: August 1, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road 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 11 (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION
743	OFFICE FURNITURE & EQUIPMENT	745	COMPUTER EQUIPMENT

AMOUNT
$5,000.00
$5,000.00

AI-27830 **2. T.**

CC CONSENT

Meeting Date: 08/09/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 Rd Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-XXx

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

BUDGETARY IMPACT:

Funding available in the amount of $223,451.62 as of 08/01/2011
From 626 ----> 605 $500.00
From 626 ----> 731 $30,000.00
From 626 ----> 890 $90,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2011 08:09 AM
Ana Galvan	Anna Galvan	08/03/2011 02:58 PM
Auditor's Office	Arcilia Duran	08/04/2011 11:22 AM

Form Started By: Yolanda Cisneros Started On: 08/01/2011 05:36 PM

Final Approval Date: 08/04/2011

DATE: August 1, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Maintenance Department

ACCOUNT NUMBER: 1-1200-431-00-122-006-0-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 11 (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION
626	GASOLINE / DIESEL	605	CLOTHING & UNIFORMS
626	GASOLINE / DIESEL	731	ROADS
626	GASOLINE / DIESEL	890	OTHER

AMOUNT
$500.00
$30,000.00
$90,000.00
$120,500.00

AI-27815 **2. U.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 7-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/29/2011 03:56 PM
JC Carreon	JC Carreon	07/29/2011 04:51 PM
Auditor's Office	Arcilia Duran	07/29/2011 04:55 PM
Purchasing Department	Marty Salazar	08/03/2011 10:31 AM

Form Started By: Norma Ceballos Started On: 07/29/2011 03:27 PM

Final Approval Date: 08/03/2011

X

INTRA-DEPARTMENTAL TRANSFER

DATE: 08/09/11

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-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
679	Pct #3 Rd Maint.- Other R&M Supplies	346	Pct #3 Rd- Maint - Hauling & Freight Srv	$ 200.00
			TOTAL	**$ 200.00**

REASON: Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-27856 **2. V.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-04-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 11:00 AM
Veronica Ortiz	Veronica Ortiz	08/04/2011 11:31 AM
Auditor's Office	Arcilia Duran	08/04/2011 11:34 AM

Form Started By: Norma Ceballos Started On: 08/03/2011 10:26 AM

Final Approval Date: 08/04/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: August 9, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0

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
442	Pct #3 Sanitation - Equip & Vehicle Rentals	532	Pct #3 Sanitation- Wireless Devices	$ 1,600.00
421	Pct #3 Sanitation - Other Disposal	672	Pct #3 Sanitation- Equip & Veh R&M Supp	$ 15,000.00
739	Pct #3 Sanitation- Other Structures	626	Pct #3 Sanitation - Gasoline/Diesel	$ 2,000.00
431	Pct #3 Sanitation- Bldg & Other Struc R&M Srv.	626	Pct #3 Sanitation - Gasoline/Diesel	$ 3,000.00
343	Pct #3 Sanitation - Laundry & Dry Cleaning	626	Pct #3 Sanitation - Gasoline/Diesel	$ 5,000.00
			TOTAL	$ 26,600.00

REASON: To cover expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27892 **2. W.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Rd Maint. (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?:

BUDGETARY IMPACT:

Available account balance as of 8-4-11

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:10 PM
JC Carreon	JC Carreon	08/04/2011 09:59 AM
Auditor's Office	Arcilia Duran	08/04/2011 11:26 AM

Form Started By: Jr. Munoz Started On: 08/03/2011 04:47 PM

Final Approval Date: 08/04/2011

DATE: 08/08/11 **AI#**

DEPARTMENT HEAD: Joseph Palacios, Commissioner

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
339	Other Prof. Srv	431	Bldg & Other Struc R&M Srv	2,000.00
				-
540	Advertising	619	Other Misc. Supplies	2,000.00
				-
731	Roads	550	Printing & Binding	1,000.00
				-
731	Roads	733	Drainage Ditches	15,010.38
				-
				-
				-
				-
				-
				-
			TOTAL	20,010.38

REASON: To cover day to day expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-27831 **3. A.**

CC CONSENT

Meeting Date: 08/09/2011

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 Rd Maintenance (1200):
Approval of 2011interdepartmental transfer within Precinct #2 Funds from the Precinct 2 (program 006) into Tower Road (Moore -Balli) Project, (program 027) for roads in the amount of $60,000.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1200-431-00-122-006-0-626

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

BUDGETARY IMPACT:
available balance as of 08/04/11.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2011 08:10 AM
Roland Garcia	Rolando Garcia	08/04/2011 09:44 AM
Auditor's Office	Arcilia Duran	08/05/2011 09:20 AM

Form Started By: Yolanda Cisneros Started On: 08/01/2011 05:41 PM

Final Approval Date: 08/05/2011

DATE: August 1, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Rd Maintenance

AI-27831

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		
1-1200-431-00-122-006-0-626	PCT2 RD MAINT-GASOLINE/DIESEL	(60,000.00)
TO		
1-1200-431-00-122-027-0-731	PCT.2 TOWER RD (MOORE - BALLI) - ROADS	60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT 2 RD MAINTENANCE into TOWER RD (MOORE - BALLI) PROJECT for expenditures for the continued operation of the department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-27881 **3. B.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Juan Martinez Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal (1100):
Approval of 2011 Inter-Departmental Transfer from Fire Marshals (program 001) to McAllen Fire Dept (program 012) in the amount of $8,000 and to Weslaco Fire Dept (program 019) in the amount of $10,000 to cover expenditures for 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 08/04/11.

Attachments

InterDept Transfer.8-9-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:04 PM
Roland Garcia	Rolando Garcia	08/04/2011 01:26 PM
Auditor's Office	Arcilia Duran	08/04/2011 02:25 PM

Form Started By: Yolanda Orozco Started On: 08/03/2011 03:50 PM

Final Approval Date: 08/04/2011

DATE: August 9, 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	(18,000.00)
TO:		
McAllen Fire Department	1-1100-422-20-300-012-0-841	8,000.00
Weslaco Fire Department	1-1100-422-20-300-019-0-841	10,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$0.00

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

DEPARTMENT HEAD SIGNATURE

08/03/11
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27860 **4. A.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Cert Plat & Utility Status 08-09-11 Pg 1

Cert Plat & Utility Status 08-09-11 Pg 2

Water Service Availability 08-09-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 12:59 PM
Olga Garza	Olga Garza	08/03/2011 02:59 PM
Auditor's Office	Arcilia Duran	08/04/2011 10:19 AM

Form Started By: Irma Castillo Started On: 08/03/2011 11:40 AM

Final Approval Date: 08/04/2011

	CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Jose Luis Tostados	1-8217
2.	Francisco Ramirez	1-6462
3.	Leopoldo Garza	1-8224
4.	Sandra L. Palomares	1-8195
5.	Elsa Cuellar	1-8209
6.	Irma Torres	1-5085
7.	Sergio Felipe Gil	1-8226
8.	Guadalupe Ibarra	1-8210
9.	Ramon Esquivel	1-7912
10.	Vidal Coronado	1-8187
11.	Luz Gutierrez	1-8229
12.	Maria Luisa Lomas	1-7512
13.	Adriana P. Tristan	1-7584
14.	Martha N. Molina C/O Oziel Molina	3-11566
15.	Rosa Maria Martinez	4-5673
16.	Odilia Lerma	4-10863
17.	Moises Hernandez	4-10674
	COMM. COURT: August 9, 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: 1-8217

1-80

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:		PUBLIC SERVICE CITY MRED
	Date Approved:	/ /	7 / 27 / 2011

Name: José Jesus Tejeda

Address: 3585 Kikapoo Place
Mercedes TX
78570

Phone: 332-4063

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Indian Trail Lot #430 Block #7,

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 7-26-11);

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 Ana U. Castillo);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by JBG 7-27-2011);

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 JBG 7-27-2011);

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

Ana U. 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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956-318-2844

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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: 1-8217
X-80

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: José Jesus Tostado

Address: 3585 Kickapoo Place
Mercedes TX

Phone: 332-4063

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

Indian Hills Lot 430 Blk. 01

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

José Jesus Tostado — Requesting Party (Signature)
7/26/11 — 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:

7-27-11 — **Date**

Alan O. Castillo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8217
Jul. 26, 2011

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

I2230-00-001-0430-00

[1] OWNER: TOSTADO, JOSE LUIS

3585 KICKAPOO PLACE
MERCEDES, TX. 78570
Telephone No. 332-4063

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 742 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 430 BLK 1

LOCATION: 0 491 & MILE 10

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $4,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 20' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" ABOVE 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.

COPY

WARRANTY DEED WITH VENDOR'S LIEN

2222956

DATE: June 30, 2011

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 800 N. McColl
McAllen, Hidalgo County, Texas 78501

GRANTEE: Jose Luis Tostado and Erendida Tostado

GRANTEE'S MAILING ADDRESS: 3585 Kikapoo
Mercedes, Texas 78570

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Eleven thousand and NO/100 Dollars ($11000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY (including any improvements):

Lot Four hundred Thirty (430),Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed 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 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as convenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appaearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable,their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

ed by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the erty, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, fected Property Owners, and their successors and assigns forever.

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

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

Grantee accepts the herein described property as is, where is and with all faults, and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 12 day of July , 2011 by Robert L. Schwarz

LORI BONE
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-17-2014

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

Notary's commission expires :

BUYER'S ACCEPTANCE OF DEED
06-30-2011

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but notlimited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the eventof any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Jose Luis Tostado

Erendida Tostado

AFTER RECORDING RETURN TO :
Harold Munal
800 N. McColl
McAllen, Texas 78501

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: 1-04/12 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:		48496
Date Approved:	/ /	4/27/2011

Name: Francisco Ramirez

Address: 8507 BAMBOO ST
DONNA, TX 78537

Phone: 956-532-7420

Water Supplier: DAWSC.

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

Account/ESI No.: 232473-032.

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Rio Rico Acres East Lot 27,

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 2-24-04)

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 FloCastillo);

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 JR);

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 JR);

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

Flo Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-04402
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: Francisco Ramirez

Address: 8507 Bamboo St
Donna, TX 78537

Phone: 956-532-7420

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

Rio Rio Acres East lot 27

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Francisco Ramirez — Requesting Party (Signature)
7/26/11 — 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:

7-27-11 — **Date**

Hon Castello — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO: 1-6462
May. 19, 2009

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

R3118-00-000-0027-00

[1] OWNER: GARZA, NANCY

419 N 12TH ST
DONNA TX 78537-2807
Telephone No. 447-3592

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 3,900 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
RIO RICO ACRES EAST
LOT 27

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $45,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 304' REAR 25' SIDES 10' FINISH FLOOR ELEV.
18" ABOVE TOP OF PAVEMENT

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.

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.

ASSUMPTION WARRANTY DEED

Date: May 4, 2011

Grantor: NANCY GARZA, a single woman

Grantor's Mailing Address (including county): 1401 East 26th Street
Weslaco, Texas 78596
Hidalgo County

Grantee: FRANCISCO RAMIREZ

Grantee's Mailing Address (including county): 8507 Bamboo Avenue
Donna, Texas 78537
Hidalgo County

Consideration: Grantee's assumption of the unpaid principal and earned interest on a note in the original principal sum of $45,000.00 dated May 11, 2009, note executed by Nancy Garza and payable to the order of The Estate of Kyle Bennett, Deceased, and The Kyle Bennett Living Trust dated April 20, 1991 and any Amendments thereto. The note is secured by an express vendor's lien and superior title retained in a deed dated May 11, 2009, from The Estate of Kyle Bennett, Deceased, and The Kyle Bennett Living Trust dated April 20, 1991 and any Amendments thereto, to Nancy Garza, recorded under Clerk's Document Number 1998829, Official Records of Hidalgo County, Texas, and additionally secured by a Deed of Trust dated May 11, 2009, from Nancy Garza to Suelema Luna, Trustee, recorded under Clerk's Document Number 1998830, in the Official Records of Hidalgo County, Texas; said note and liens securing same assigned to The Kyle Bennett Living Trust dated April 20, 1991, and any amendments thereto by instrument dated October 1, 2010, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on October 12, 2010, under Clerk's File No. 2145625. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note.

Property (including any improvements):

Lot 27, RIO RICO ACRES EAST SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 44, Pages 125 through 127, Map Records of Hidalgo County, Texas.

recorded under Clerk's Document Number 1998829, Official Records of Hidalgo County, Texas, and additionally secured by a Deed of Trust dated May 11, 2009, executed by Nancy Garza to Suelema Luna, trustee, recorded under Clerk's Document Number 1998830, in the Official Records of Hidalgo County, Texas, securing the payment of a note of even date therewith in the principal amount of $45,000.00;said note and liens securing same assigned to The Kyle Bennett Living Trust dated April 20, 1991, and any amendments thereto by instrument dated October 1, 2010, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on October 12, 2010, under Clerk's File No. 2145625, the payment of which Grantee has assumed.

17. Taxes for 2010 and subsequent years, the payment of which Grantees assume.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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

Grantor:

NANCY GARZA

Accepted by Grantee:

Francisco Ramirez

FRANCISCO RAMIREZ

STATE OF TEXAS § Acknowledgment

This instrument was acknowledged before me on the 4th day of May, 2011, by NANCY GARZA.

HILDA L. BARBOSA
Notary Public, State of Texas
My Commission Expires
February 20, 2013

NOTARY PUBLIC, STATE OF TEXAS

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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: 1-8224
C-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:		45035
Date Approved:	/ /	8 / 2 / 2011

Name: Leopoldo Garza

Address: 7008 Armanda Ave
Donna Tx 78537

Phone: (956) 562-92-21

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Goolie Heights #2 Lot 23,

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 3/10/08);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Raul Castillo 8-2-11);

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 JGG 9-2-11);

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 JGG);

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

Raul Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8224
Aug. 1, 2011

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

G5970-02-000-0023-00

[1] OWNER: GARZA, LEOPOLDO & MARIA G.

7008 ARMANDO AVE.
DONNA, TX. 78537
Telephone No. 562-9221

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,296 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
GOOLIE HEIGHTS #2 LOT 23

LOCATION: 0 MINNESOTA & VALVERDE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $9,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-40' SIDES-6'

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ 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
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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: 1-8224

C-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: Leopoldo Garza R

Address: 7008 Armando Ave
Donna Tx 78537

Phone: (956) 562-92-21

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

Goolia Heights #2 Lot 23

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 Leopoldo Garza
Requesting Party (Signature)

X 8.1.11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

8-08-11
Date

Ana Castillo
County Official

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

1883045

Date: April 01, 2008

Grantor: Marion Janik
Grantor's Mailing Address (including county):
P.O. Box 1373
Edinburg Tx 78540
Hidalgo County

Grantee: Leopoldo Garza & Maria G. Garza
Grantee's Mailing Address (including county):
7008 Armando Ave
Donna TX 78537
Hidalgo County
(956) 460-2508

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of **$19,500.00** 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 # 23, GOOLIE HEIGHTS NO 2 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 55 PAGES 10 THROUGH 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations From and Exceptions to Conveyance and Warranty:
SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO lien in favor of McAllen National Bank as recorded in Deed of Trust dated March 11, 2005 and recorded as document # 1449231 in the official records of Hidalgo County, Texas.
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

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

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

This conveyance is made subject to the restrictions, reservations and covenants for Goolie Heights No. 2 Subdivision recorded as Document # 1872790 in the Official Records of Hidalgo County, Texas.
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Marion Janik

Marion Janik

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on April 4, 2008 by MARION JANIK.

Notary Public, State of Texas

OLGA A. DE LA ROSA
Notary Public, State of Texas
My Commission Expires
February 18, 2012

AFTER RECORDING RETURN TO:

Marion Janik
P.O. Box 1373
Edinburg Tx 78540

GHII23

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: 1-8/95
B 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:

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

Name: Sandra L. Palomares

Address: 2711 Sandra Ave, Donna, TX 78537

Phone: (956) 325-8482

Water Supplier: N.A.W.S

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

Account/ESI No.: 256505-001

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Bocci Est Lot 25 Blk 4,

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 11-17-78)

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 Gloria Castillo)

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Jm 8-1-2011);

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 Jm 8-1-2011);

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

Gloria 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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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: 1-8196
B-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: Sandra L. Palomares

Address: 3711 Sandra Ave
Donna, TX 78537

Phone: (956) 325-8482

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

Balli Est Sec 10 Lot 25 Blk. 4

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

x Sandra Palomares — Requesting Party (Signature)
x 7/29/11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Prop. Tax

This part to be filled out by receiving county official:

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

8-2-2011 — **Date**

Noel 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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: February 18, 2011

Grantor: DANIEL ZAMORA, owning and occupying other property as my homestead

Grantor's Mailing Address (including county): 7519 N. 16th Ln., McAllen, Hidalgo County, Texas 78504

Grantee: JESUS J. RAMIREZ and wife, SANDRA L. PALOMARES

Grantee's Mailing Address (including county): 2706 Sandra Ave., Donna, Hidalgo County, Texas 78535

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantees of their one promissory note of even date herewith in the principal sum of $4,000.00, payable to the order of DANIEL ZAMORA, 7519 N. 16th Ln., McAllen, Hidalgo County, Texas 78504, as therein provided and bearing interest at the rate therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to LEO MONTALVO, Trustee.

Property (including any improvements):

All of Lot 25, Block 4, Balli Estates, an Addition to the City of Donna, Hidalgo County, Texas, according to the map recorded in Volume 20, Page 92, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE IS TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES. ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

Reservations from and Exceptions to Conveyance and Warranty:

1. Dated June 15, 1978, recorded in Volume 1603, Page 831, Deed Records, dated September 29, 2009, filed November 3, 2009 under Document Number 2048352, Official Records and Volume 20, Page 92, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

2. Statutory easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.

14. Standby fees, taxes and assessments by any taxing authority for the year 2011 and subsequent years.

15. **BUYER ACKNOWLEDGES THAT PROPERTY WAS FORECLOSED AND BOUGHT BY SELLER AT FORECLOSURE ON DECEMBER 1, 2009. THERE MAY BE AN UNKNOWN OR KNOWN HEIR WHO MAY NOT HAVE BEEN PROPERLY SERVED PRIOR TO FORECLOSURE.**

16. **BUYER ACKNOWLEDGES THAT SELLER MAYBE ADVERSELY POSSESSING SAID MINOR INTEREST WHICH BUYER WILL CONTINUE TO ADVERSLY POSESS AFTER PURCHASE.**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells. and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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

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

No Title Examination was prepared in connection with the preparation of this document, nor was any made. The Preparer expresses no opinion as to title to this property.

DANIEL ZAMORA

(Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 18th day of February, 2011, by DANIEL ZAMORA.

ANA JULIA RAMOS
Notary Public, State of Texas
My Commission Expires
September 05, 2012

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

JESUS J. RAMIREZ
SANDRA L. PALOMARES
2706 Sandra Ave.
Donna, Texas 78535

PREPARED IN THE LAW OFFICE OF:

MONTALVO LAW
900 North Main
McAllen, Texas 78501

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-8209
K-29

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:		44653
	Date Approved:	/ /	8/2/2011

Name: Elsa Cuellar 1365

Address: P.O. Box 1365 Progreso TX 78579

Phone: 956) 332-42.00

Water Supplier: Mathis

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Colonia Nuevo Del Norte 1-68.,

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 7-30-07)

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 Raul D. 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 Raul D. Castillo)

Raul D. Castillo
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: I-8209
X-29

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: Elsa Cuellar

Address: P.O. Box 1365
Progreso Tx 78579

Phone: (956) 332-4200

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

Colonia Nuevo Del Norte Lot 18

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Elsa Cuellar
Requesting Party (Signature)

8-02-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

8-02-11
Date

Ana O. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8209
Jul. 22, 2011

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

C7380-00-000-0018-00

[1] OWNER: CUELLAR, ELSA

P.O. BOX 631
PROGRESSO, TX. 78579
Telephone No. 332-4200

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 450 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
COLONIA LUCERO DEL NORTE PH 1
LOT 18

LOCATION: 0 MILE 11 & MILE 2 W

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,500

[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 35' FINISH FLOOR OF ELEV.
18" TOP OF CURB.

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.

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

COPY

Date: July 11, 2011

Grantor: ELSA CUELLAR

Grantor's Mailing Address (including county): P.O. Box 1365
Progreso, Texas 78579
Hidalgo County

Trustee: LOUIS C. BROWN

Trustee's Mailing Address (including county): 1207 Conway
Mission, Texas 78572
Hidalgo County

Beneficiary: FIVE L DEVELOPMENT, Ltd.

Beneficiary's Mailing Address (including county): P. O. Box 631
Mission, Texas 78573
Hidalgo County

Note(s)

Date: July 11, 2011

Amount: TWENTY-SEVEN THOUSAND AND NO/100THS DOLLARS ($27,000.00)

Maker: ELSA CUELLAR

Payee: FIVE L DEVELOPMENT, Ltd.

Final Maturity Date: July 11, 2021

Terms of Payment (optional): Principal and interest shall be due and payable in mouthly installments of Four Hundred Nineteen and 22/100ths DOLLARS ($419.22) each, payable on the 11th day of each and every calendar month, beginning August 11, 2011 and continuing regularly thereafter until July 11, 2021, on which last mentioned date the entire unpaid balance of principal and interest then owing shall become immediately due and payable. The interest being calculated on the unpaid principal to the date of each installment paid and the payment made credited first to the discharge of the interest accrued and the balance to the reduction of the principal.

Property (including any improvements):

Lot Eighteen (18), COLONIA LUCERO DEL NORTE SUBDIVISION, Hidalgo County, Texas, according to the Re-Plat Map recorded in Volume 54, Page 63, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

Prior Lien(s) (including recording information): A lien securing a promissory note, dated September 15, 2005, which is described in and secured by a Deed of Trust filed for record under Document No. 1527360, of the Official Records of Hidalgo County, Texas.

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 21st day of July, 20 11, by ELSA CHELLAR.

COPY

Maribel Ortiz
Notary Public, State of Texas
My Commission Expires:
November 22, 2014

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

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of _____, 20 ___, by

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

Notary's commission expires:

AFTER RECORDING RETURN TO:
FIVE L DEVELOPMENT, Ltd.
P. O. Box 631
MISSION, TEXAS 78573

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: ~~MF~~ 1-5088
X-51

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:		1133
	Date Approved:	/ /	8/11/2014

Name: Irma Torres

Address: 1911 Jim st
Mercedes Tx
78570

Phone: (956) 3106309

Water Supplier: N.A.W.S.

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

Account/ESI No.: 22937-007

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Math Subs 4-42

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 8-26-14);

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 Gloria 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 _____ JLL 8-12-14);

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 _____ JLL 8-12-14);

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

Gloria A. Castillo
Planning Department Authorized Signature

Hidalgo County Judge **Date**

ATTEST: _____
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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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: 1-5085

X51

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: Irma Torres

Address: 1911 Jim St
Mercedes tx 78570

Phone: (956) 3106309

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

Matt Lot 42.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Irma Torres — Requesting Party (Signature)

7-27-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
__✓_ Affidavit
__✓_ Other (describe) Mat

This part to be filled out by receiving county official:

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

8-02-11 — **Date**

Ilan Castillo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
1-5085
Dec. 26, 2007

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

M1710-00-000-0042-00

[1] OWNER: TORRES, ENEMINSIA S & IRMA G
RR 1 BOX 166AB

MERCEDES TX 78570-9065

Telephone No.

[2] CONTRACTOR:

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
X-51 NEW HOME

[5] SIZE OF STRUCTURE: 2,560 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
MATT LOT 42

LOCATION: 0

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $30,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS

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: 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.

126 - WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,
County of HIDALGO

Know All Men by These Presents:

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 DRIVERS'S LICENSE NUMBER.

THAT I ENEMENCIA TORRES SALAZAR

of the County of HIDALGO State of TEXAS for and in consideration

of the sum of GIFT DOLLARS

to ME in hand paid by JESUS AVIAN GARZA AND IRMA GARZA TORRES

as follows:

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

JESUS AVIAN GARZA AND IRMA GARZA TORRES

whose mailing address is 1903 JIM ST. MERCEDES, TEXAS 78570
of the County of HIDALGO State of TEXAS all that certain

TRACT OR PARCEL OF LAND SITUATED IN THE COUNTY OF HIDALGO, STATE OF TEXAS, AND DESCRIBED AS FOLLOWS:

PROPERTY (INCLUDING ANY IMPROVEMENTS): LOT FORTY-TWO (42), MATT SUBDIVISION, A RESUBDIVISION OF A PART OF FARM TRACT THREE HUNDRED SEVENTY-EIGHT (378), WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 12, PAG PAGE 177, MAP RECORDS OF HIDALGO COUNTY, TEXAS. GRANTOR HEREIN RESERVES ERVES AN EASEMENT FOT UTILITY PURPOSES OVER THE NORTH 10 FEET AND ANY EXISTING DRAINAGE EASEMENT OVER AND ACROSS THE EASTERNMOST PART OF SAID LOT.
SUBJECT TO: MINERAL RESERVATIONS, OIL, GAS LEASES, EASEMENTS AND RESTRICTIONS OF RECORDS IF ANY.
RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: NONE

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said JESUS AVIAN GARZA AND IRMA GARZA TORRES

heirs and assigns forever and WE do hereby bind OURSELVES, JESUS AVIAN GARZA AND IRMA heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said GARZA TORRES heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,

WITNESS hand at
this 5TH day MAY, 2009

Witness at Request of Grantor:

Enemencia Torres

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

5TH MAY, 2009

This instrument was acknowledged before me on the 5 day of MAY 2009
by

NOTARY PUBLIC STATE OF TEXAS
NOEMI GRACIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-24-2012

My commission expires:
05/24/12
05-24-2012

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

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: I-8226
F-444

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:		1112
	Date Approved:	/ /	8 / 2 / 2011

Name: Sergio Felipe Gil

Address: 709 Olga Ave
Donna Tx.

Phone: 956 363 7662

Water Supplier: N.A.W.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Milagro Est Lot #37,

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 7-05-11);

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 Mario 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 JGK 8-2-2011);

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 JGK 8.2.2011);

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

Mario Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-8226
X-484

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: Sergio Felipe Gil

Address: 4109 Olga Ave
Donna Tx

Phone: 956 363-7668

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

Kwood Est Lot 7.

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 Sergio Felipe Gil — Requesting Party (Signature)

8-2-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ___ Deed
- ___ Executory Contract
- ___ Lease
- ___ Rent Receipt
- ___ Affidavit
- ___ Other (describe) PVT.

This part to be filled out by receiving county official:

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

8-02-11 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8226
Jul. 2, 2011

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

M4752-00-000-0037-00

[1] OWNER: GIL, SERGIO FELIPE

7109 OLGA AVE.
DONNA, TX. 78537
Telephone No. 363-7662

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: MOBILE HOME ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
MIRASOL ESTATES LOT 37
X-44

LOCATION: 0 493 & MILE 11

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[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 & REG.
FRONT 25' REAR 30' SIDES 6'
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: 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.

COPY

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.

Special Warranty Deed with Vendor's Lien

Date: July 18, 2011

Grantor: RB RGV, LTD., a Texas limited partnership

Grantor's Mailing Address: P.O. Box 365
La Blanca, Hidalgo County, Texas 78558

Grantee: SERGIO FELIPE GIL

Grantee's Mailing Address: 7109 Olga Ave
Donna, Texas 78537

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of THIRTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($34,400.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to SUELEMA LUNA, Trustee.

Property (including any improvements):

All of Lot 37, Mirasol Estates Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Document Number 2223247, Official Records, Hidalgo County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. Restriction that there be no more than one single family detached dwelling per lot and restrictions for minimum finish floor elevations and set back lines as set out on the plat of said Subdivision on file at Clerk's Document No. 2223247, Map Records, Hidalgo County, Texas, together will all other restrictions of record.

2. Statutory easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

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

RB RGV, LTD., a Texas limited partnership

BY: BENNETT-FLORES INVESTMENTS, L.L.C.
a Texas limited liability company
ITS: General Partner

BY: _____
KYNDEL W. BENNETT, President

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on July 19, 2011, by **KYNDEL W. BENNETT,** President of BENNETT-FLORES INVESTMENTS, L.L.C., a Texas limited liability company, General Partner of RB RGV, LTD., a Texas limited partnership, on its behalf in said capacity.

_____
Notary Public, State of Texas
My commission expires: April 17, 2013

SAN JUANA LOA
Notary Public, State of Texas
My Commission Expires
April 17, 2013

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: Jul 27,2011 at 11:38A
As a Recording
Document Number: 2226420
Total Fees 24.00
Receipt Number - 1212344
By,
Imelda Leal, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-8240

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:		1132
Date Approved:	/ /	8 / 12 / 2011

Name: Guadalupe Ibarra

Address: 4310 Encino St
Donna TX 78537

Phone: 954 223 7681

Water Supplier: NMWSC.

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service Mobile home.

regarding the land described as: La Blanca Heights S/D LOT 32,

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 1-14-80); (verified by Glen U. Castillo)

water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;

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

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 JHL);

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

Glen 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
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: 18210.

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: Guadalupe Ibarra

Address: 4310 Encino St
Donna TX 78537

Phone: 956 223 7481

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

La Blanca Ests. Lot 32

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)

Aug 2, 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:

8-02-11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8210
Jul. 22, 2011

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

L0550-00-000-0032-00

[1] OWNER: IBARRA, GUADALUPE

4310 ENCINO ST.
DONNA TX 78537-9801
Telephone No. 223-7681

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LA BLANCA HEIGHTS LOT 32

LOCATION: 0 493 & MILE 10

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $56,322

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACK
FRONT 25' SIDE 6' REAR 70' NORHT SIDE 15' FINISH
FLOOR OF ELEV. 18" CENTER 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: 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.

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.

CORRECTION WARRANTY DEED

Date: July 12, 2011

Grantor: FELICIANO IBARRA and wife, ANTONIA IBARRA

Grantor's Mailing Address (including county): 4310 Encino St.
Donna, Hidalgo County, Texas 78537

Grantee: GUADALUPE IBARRA

Grantee's Mailing Address (including county): 4310 Encino St.
Donna, Hidalgo County, Texas 78537

Consideration: TEN AND NO/100THS DOLLARS ($10.00)

Property (including any improvements):

Lot Thirty Two (32) in Block 10, LOTT, TOWN & IMPROVEMENT COMPANY SUBDIVISION, Hidalgo County, Texas, also known as

LA BLANCA HEIGHTS, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 21, page 59, Map Records, Hidalgo County, Texas, referenced to which is here made for all purposes.

Reservation from and Exceptions to Conveyance and Warranty:

SUBJECT TO easements of record and visible easements;
Rights, rules, liens, and regulations in favor of the Water District in which said land is located;
Oil and Gas Lease, if any; Reservations, restrictions, liens, and exceptions of record;
AND SAVE AND EXCEPT all of the oil, gas, and mineral interest therein.

Zoning and Building Ordinances in favor of the City of Donna;
Sixty-five (65) foot drainage easement along the east line of subject property as
Reflected by the map recorded in Volume 21, Page 59, Map Records of Hidalgo County, Texas.
All of the Oil, Gas and other minerals in and under the herein described property
Reserved by Feliciano Ibarra and wife, Antonia Ibarra in instrument to Guadalupe Ibarra, Office Records
Of Hidalgo County, Texas, together with all rights, express or implied in and to the property herein
Described arising out of or connected with said interest and reservation.

COUNTY OF

This instrument was acknowledged before me on 12 day of July, 2011, by

FELICIANO IBARRA .

GEENA RAE HUERTA
MY COMMISSION EXPIRES
April 6, 2015

Notary Public, State of Texas

Notary's commission expires:

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on 12 day of July, 2011, by

ANTONIA IBARRA.

GEENA RAE HUERTA
MY COMMISSION EXPIRES
April 6, 2015

Notary Public, State of Texas

Notary's commission expires:

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on 12 day of July, 2011, by

GUADALUPE IBARRA.

GEENA RAE HUERTA
MY COMMISSION EXPIRES
April 6, 2015

Notary Public, State of Texas

Notary's commission expires:

AFTER RECORDING RETURN TO:

Guadalupe Ibarra
4310 Encino St.
Donna, Texas 78537

PREPARED IN THE LAW OFFICE OF:

Dennis Ramirez, PLLC
1305 E. Nolana, Suite F
McAllen, Texas 78504

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: 1-7912

AE-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:		41425
	Date Approved:	/ /	8 / 12 / 2011

Name: Ramon Esgard

Address: 3220 MINERVA ST.
Mercedes TX 78570

Phone: 314-5336

Water Supplier: NAWS.

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

Account/ESI No.: NA

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as Celeste Michelle 1-32,

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 1-11-07);

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

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by JHG 8.2-11);

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 JHG 8-2-11);

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

[signature]
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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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: I-7912
AE-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: Ramon Esquivel

Address: 3220 Minerva St.
Mercedes Tx 78570

Phone: 314-5336

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

Collette Michelle L-32

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Ramon Esquivel — Requesting Party (Signature)

8-2-11 — 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:

8-01-11 — **Date**

Hal Castillo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7912
Apr. 8, 2011

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

C2666-00-000-0032-00

[1] OWNER: ESQUIVEL, RAMON & VERONICA E

3220 MINERVA ST.
MERCEDES, TX. 78570
Telephone No. 314-5336

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 720 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CELESTE MICHELL
LOT # 32

LOCATION: 0 MI 12 N & 1015

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $4,500

[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 35' FINISH FLOOR OF ELEV.
18" ABOVE CENTERLINE

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: MI
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.

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 11, 2011

Grantor: Estate of Adam Daniec
Grantor's Mailing Address (including county):
P.O. Box 720806
McAllen, TX 78504
Hidalgo County



Grantee: Ramon Esquivel & Veronica E. Esquivel
Grantee's Mailing Address (including county):
3220 Minerva St.
Mercedes, TX 78570
Hidalgo County
956-314-5336

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of **$21,000.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):
LOT # 32, CELESTE MICHELL SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 52 PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations From and Exceptions to Conveyance and Warranty:
SUBJECT TO lien in favor of Frost National Bank as recorded in Deed of Trust dated February 16, 2007 and recorded as document # 1732404 in the official records of Hidalgo County, Texas.
SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

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

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

This conveyance is made subject to the restrictions, reservations and covenants for Celeste Michell Subdivision recorded as Document # 1740261 in the Official Records of Hidalgo County, Texas.
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

W. Daniec

Wieslawa Daniec, Independent Administrator
for the Estate of Adam Daniec

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on March 11, 2011 by Wieslawa Daniec.

Priscilla Pena

Notary Public, State of Texas

PRISCILLA PENA
Notary Public, State of Texas
My Commission Expires
March 30, 2011

AFTER RECORDING RETURN TO:

Wieslawa Daniec
P.O. Box 720806
McAllen, TX 78504

CM8

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: 18187
I-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:

Name: Vidal Coronado

Address: 10401 N. Mile 6 W
Weslaco, Tx
78596

Phone: (956) 472 8239

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	8/2/11

Water Supplier: NMW

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

Account/ESI No.: N/A

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Frontera Heights II Lot 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; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (Date approved 10-8-09)

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 K Lon Castillo);

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 K Lon Castillo)

K Lon Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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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: I-8187
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: Vidal Coronado

Address: 10401 N. Mile 6 W
Weslaco, TX 78596

Phone: (956) 472 8239

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

Frontera Heights II Lot 3

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

Vidal Coronado — Requesting Party (Signature)
8-2-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

8-02-11 — **Date**

Flor Castillo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8187
Jul. 14, 2011

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

F7660-02-000-0003-00

[1] OWNER: CORONADO, VIDAL

10401 N. FILE 6 W.
WESLACO, TX. 78596
Telephone No. 472-8239

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
FRONTERA HEIGHTS #2 LOT 03

LOCATION: 0 MILE 6 N. & MILE 13 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $17,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 30' FINSIH 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.

2020553

SPECIAL WARRANTY DEED

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: July 13, 2009

Grantor: Stonehaven Development, Inc., a Texas Corporation

Grantor's Mailing Address:
1307 E. Hackberry Ave.
McAllen, Texas 78501

Grantee: Vidal Coronado

Grantee's Mailing Address (including county):
10401 North Mile 6 West
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.

Property (including any improvements):

Lot Three (3), Frontera Heights Phase II Subdivision, Hidalgo County, Texas, as per Map or Plat recorded in Instrument No. 2009780, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

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 Frontera Heights Phase II Subdivision, as shown on the plat thereof, recorded in Instrument # 2009780, Map records of Hidalgo County, Texas.
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom. **SAVE AND EXCEPT**, and there is hereby reserved unto Grantor, Grantor's successors and

(to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) ily appended or annexed to said property.

tor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise. By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

Stonehaven Development, Inc., a Texas Corporation

BY: _____
Anthony E. Gray, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 13 day of July, 2009, by Anthony E. Gray, President of Stonehaven Development, Inc., a Texas Corporation on behalf of the said Stonehaven Development, Inc.

NOTARY PUBLIC STATE OF TEXAS
FERNANDO BETANCOURT
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-29-2013

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stonehaven Development, Inc.
1307 Hackberry Ave.
McAllen, Texas 78501

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: 1-8229
X-44

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:		1110
	Date Approved:	1 1	8 12 2011

Name: Luz Gutierrez

Address: Pox 1880
Dona TX

Phone: 956 464 2869

Water Supplier: norte alamo

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: 3637662 MIRASOLES EST #10 LOT 35,

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 7-5-11);

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 Hon Castillo 8-2-11);

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 Hon Castillo 8-2-11);

Hon Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: I-8229
X-44

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: Loz Gotierres

Address: Box 1880
Mona TX

Phone: 4642869 - 3637662

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

Winasolo Est. Lot 35

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 8-08-11

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:

8-02-11
Date

Ilon Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8229
Aug. 2, 2011

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

M4752-00-000-0035-00

[1] OWNER: GUTIERREZ, LUZ DEL CARMEN

7109 OLGA AVE.
DONNA, TX. 78537
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 216 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
MIRASOL ESTATES LOT 35

LOCATION: 0 MILE 11 & 493

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $600

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE 6' REAR 30' SOUTH SIDE 15' FINISH
FLOOR OF ELEV. 18" CENTER 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: 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.

COPY

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.

Special Warranty Deed with Vendor's Lien

Date: July 18, 2011

Grantor: RB RGV, LTD., a Texas limited partnership

Grantor's Mailing Address: P.O. Box 365
La Blanca, Hidalgo County, Texas 78558

Grantee: LUZ DEL CARMEN GUTIERREZ, a single person

Grantee's Mailing Address: 7109 Olga Ave
Donna, Texas 78537

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of THIRTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($34,400.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to SUELEMA LUNA, Trustee.

Property (including any improvements):

All of Lot 35, Mirasol Estates Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Document Number 2223247, Official Records, Hidalgo County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. Restriction that there be no more than one single family detached dwelling per lot and restrictions for minimum finish floor elevations and set back lines as set out on the plat of said Subdivision on file at Clerk's Document No. 2223247, Map Records, Hidalgo County, Texas, together will all other restrictions of record.

2. Statutory easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

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

RB RGV, LTD., a Texas limited partnership

BY: BENNETT-FLORES INVESTMENTS, L.L.C.
a Texas limited liability company
ITS: General Partner

BY: _____
KYNDEL W. BENNETT, President

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on July 19, 2011, by **KYNDEL W. BENNETT,** President of BENNETT-FLORES INVESTMENTS, L.L.C., a Texas limited liability company, General Partner of RB RGV, LTD., a Texas limited partnership, on its behalf in said capacity.

SAN JUANA LOA
Notary Public, State of Texas
My Commission Expires
April 17, 2013

_____
Notary Public, State of Texas
My commission expires: April 17, 2013

Filed for Record in:
Hidalgo County
By Arturo Guajardo Jr.
County Clerk
On: Jul 27,2011 at 11:49A
As a Recording
Document Number: 2226472
Total Fees 24.00
Receipt Number # 1212876
By,
Imelda Leal, Deputy

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No: 1-7512

1-20

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:		Sylvia Sustaita
Date Approved:	/ /	8/12/2011

Name: Ma Luisa Lomascolo

Address: 12536 Texas Blvd
Mercedes TX
78570

Phone: 956-332-8314

Water Supplier: N/A.

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032789414856327 Yrab'y Hdm

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Indian hills Blk 1 lot 344.

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 2-6-84);

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 Gloria Castillo);

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

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

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

Gloria Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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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: 1-7512
X-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: A/a Luisa Lomas DE LA R

Address: 12536 TEJAS Blvd MERCEDES TX 78570

Phone: 956-552-83-14

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

Indian hills Blk. 01 Lot 344

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

A/a Luisa Lomas DE L
Requesting Party (Signature)

10/20/10
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:

8-02-11
Date

Flor Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7512
Oct. 20, 2010

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

I2230-00-001-0344-00

[1] OWNER: LOMAS, MARIA LUISA

12536 TEJAS BLVD
MERCEDES TX, 78570
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,800 Sq. Ft.

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 344 BLK 1

LOCATION: 0 491 & MILE 11

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS.
FRONT 20' REAR 15' SIDE'S 6' FINISH FLOOR OF ELEV.
18" ABOVE 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 [ ] Water [ ]

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.

Recorded On-2007-Jun-08 As-1768335

WARRANTY DEED WITH VENDOR'S LIEN

1768335

DATE: May 14, 2007

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 800 N. McColl
McAllen, Hidalgo County, Texas 78501

GRANTEE: Maria Luisa Lonas

GRANTEE'S MAILING ADDRESS: 16347 Indian Hills
Mercedes, Texas 78570

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Ten thousand Five hundred and NO/100 Dollars ($10500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY (including any improvements):

Lot Three hundred Forty-Four (344),Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, and all geothermal energy, and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed 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 2007 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as convenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable,their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

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

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

Grantee accepts the herein described property as is, where is and with all faults, and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 29 day of May ,2007 by Robert L. Schwarz

Mary Ann Thompson
My Commission Expires
March 22, 2008

Notary Public, State of Texas
Notary's name (printed) : MARY ANN THOMPSON
Notary's commission expires : 3/22/08

BUYER'S ACCEPTANCE OF DEED
05-14-2007

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but notlimited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the eventof any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Maria Luisa Lomas

AFTER RECORDING RETURN TO :
Harold Munal
800 N. McColl
McAllen, Texas 78501

PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No: 1-7584
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:

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

Name: Adriana P. Tristán

Address: 563 Huisache Cir.
DONNA TX 78537

Phone: (956) 563-9449

Water Supplier: Norte Alamo Agua

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: HUISACHE ACRES #3 LOT 35 ,

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; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;

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

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

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 11-30-01)
(verified by Ron Castillo)
(verified by JH 8-22-11);
(verified by JH 8-22-11);
(verified by Ron Castillo)

Ron Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7584
Dec. 9, 2010

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

H5210-03-000-0035-00

[1] OWNER: FELIX JAVIER DIAZ

563 HUISACHE CIR.
DONNA. TX
Telephone No. 563-9449

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 420 Sq. Ft.

[6] USE OF BUILDING: RES. C-20

[7] LEGAL DESC./NAME OF SUBDIVISION
HUISACHE ACRES # 3 LOT 35

LOCATION: 0 SIOUX & HUTTO RD.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $1,800

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS 7 REGULATOINS
FRONT 25' REAR 25' SIDE 6' RIGHT SIDE 7.5'
FINISH ELEV. 18" ABOVE CENTER LINE 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: 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
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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: 1-7584

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: Adriana P. Tristan

Address: 563 Huisache Cir.

DONNA TX 78537

Phone: (956) 563-9449

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Huisache Acres #3 lot 35

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Adriana Tristan
Requesting Party (Signature)

9-2-2011
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9-2-11
Date

Flor Castello
County Official

DEED OF TRUST

Date: November 18, 2010

COPY

Grantor: Felix Javier Diaz and Adriana Patricia Tristan Martinez
Grantor's Mailing Address:
810 W. Sioux Road
Donna, Texas 78537
Hidalgo County, Texas

Trustee: Robert Geissler
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: RHTJ Properties, Ltd., a Texas Limited Partnership
Beneficiary's Mailing Address:
P.O. Box 1221
Weslaco, Texas 78599

Note:

Date:	November 18, 2010
Amount:	Twenty-Three Thousand and 0/100 Dollars ($23,000.00)
Maker:	Felix Javier Diaz and Adriana Patricia Tristan Martinez

Payee: RHTJ Properties, Ltd., a Texas Limited Partnership

Property (including any improvements):

Lot 35, Huisache Acres Subdivision No. 3, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 46, Pages 173-174, Map Records of 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 Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of the subdivision in which the property is located.
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

Felix Javier Diaz

Felix Javier Diaz

Adriana P. Tristán

Adriana Patricia Tristan Martinez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 18th day of November, 2010, by Felix Javier Diaz.

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 18th day of November, 2010, by Adriana Patricia Tristan Martinez.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

RHTJ Properties, Ltd.
P.O. Box 1221
Weslaco, Texas 78599

RHTJ-Diaz & Tristan-PKG-35H3
RHTJ-Diaz & Tristan-PKG-35H3.wpd

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

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: 3-1156 7/21/11

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: Martha N. Molina

c/o Name: Oziel Molina

Address: 8327 CITRUS SPRING ST
Mission TX 78574

Phone: 704 239 008

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	7/26/11

Water Supplier: SHARYLAND WATER SUPPLY CORP

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

Account/ESI No.: 10032789489103589

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: LOT 17, WILLOW SPRINGS PH 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 9-18-01);

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 Sandra Cantu);

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 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 8/2/11
Planning Department Authorized Signature

Hidalgo County Judge

Date Sandra Cantu

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: 3-115646
7/21/11

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: Martha N. Molina

c/o
Name: Oziel Molina

Address: 8327 CITRUS SPRING St
Edinburg 78574

Phone: 704 239 0089

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

Lot 17, La Homa Springs PH 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Martha N. Molina 7-26-11
Requesting Party (Signature) 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:

8/2/11
Date

Sandra Cantu
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
3-11566
Jul. 21, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L1157-01-000-0017-00

[1] OWNER: MOLINA, MARTHA NOEMI
8327 CITRUS SPRING ST

MISSION TX 78574 (704)
Telephone No. 239-0089

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 1,305 Sq. Ft.

[6] USE OF BUILDING: RES MH W/PORCH ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
LA HOMA SPRINGS PH 1 LOT 17
X-44

LOCATION: 8327 MOOREFIELD RD & 107

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[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 REGULATIONS AND SETBACKS.
FRONT 25' SIDES 6' REAR 35'
18 INCHES ABOVE TOP OF CURB.

Prepared by — Date: 7/21/11

Approved by — Date: 7/26/11

Signature of Owner or Applicant — Date: 07-21-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [ ]

Flood Zone: NO Panel No. /Suffix: 0295 D 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.

2149424

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.

ASSUMPTION WARRANTY DEED

Conforms to State Bar of Texas Form

COPY

Date: October 11, 2010

Grantor: AURORA CANADY

Grantor's Mailing Address (including county): 9235 Willow Crossing Drive
Houston, Texas 77064
Harris County, Texas

Grantee: MARTHA NOEMI MOLINA

Grantee's Mailing Address (including county): 5012 Retama Street
Edinburg, Texas 78541
Hidalgo County, Texas

Consideration: A cash consideration paid to Grantor by Grantee and Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of Seventeen Thousand and 00/100 Dollars ($17,000.00) dated January 21, 2002, executed by JOSE ALFREDO GUERRA and wife, ARCELIA GUERRA and payable to the order of CARLOS G. LEAL, JR.. The note is secured by a Special Warranty Deed With Vendor's Lien recorded under Document No. 1060771 and additionally secured by a Deed of Trust dated January 21, 2002 to LOUIS C. BROWN, Trustee, recorded in the Official records of Hidalgo County, Texas. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note. Grantor assigns to Grantee both the casualty insurance policy on the property and all funds on deposit for payment of taxes and insurance premiums.

**** Assumption Warranty Deed, Recorded under Document No. 1931511, Official Records of Hidalgo County, Texas.****

Property (including any improvements):

Lot 17, LA HOMA SPRINGS SUBDIVISION, PHASE I, Hidalgo County, Texas, according to the map thereof recorded in Volume 38, Pages 111- 112, 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 May 25, 2000, which is described in and secured by a Deed of Trust filed for record under Document No. 876733, of the Official Records of Hidalgo County, Texas. The Maker of said prior note shall have the exclusive right to renew, extend, alter, and have transferred, said note and liens without the consent of Grantee herein. The Maker of said prior note 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. **The prior reservations or conveyance of all oil, gas and other minerals, which have heretofore been reserved or conveyed by prior grantors;**
3. **Easements of record and all visible easements;**
4. **Oil, gas and mineral reservations of record;**
5. **All valid oil, gas and mineral leases of record;**
6. **Building restrictions and restrictive covenants of record;**
7. **Requirements, conditions, reservations, restrictions and easements as shown on the map of said subdivision;**
8. **Taxes for the year 2009 and all subsequent years, payment of which are expressly assumed by the Grantee herein;**
9. **Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 6 and easements and restrictions as shown on the recorded map of the above described subdivision;**
10. **The subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the city in which the property may be located or holding extra-territorial jurisdiction of said property;**
11. **Contract for water services by and between Carlos G. Leal, Jr. and Sharyland Water Supply Corporation dated February 7, 2001, recorded under Document Number 959529, Official Records of Hidalgo County, Texas;**
12. **Uniform Subdivision Water Service Agreement by and between Carlos G. Leal, Jr. and Maryland Water Supply corporation dated April 4, 2001, recorded under Document Number 961981, Official Records of Hidalgo County, Texas.**

To Grantor, a reservation of the vendor's lien and superior title to the property and its improvements until the note assumed by Grantee has been fully paid according to its terms, at which time this deed will become absolute. Holder's release of the assumed liens will release this vendor's lien without the joinder of Grantor.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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

Aurora Canady
AURORA CANADY

Martha N. Molina
MARTHA NOEMI MOLINA

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11th of October, 20 10, by AURORA CANADY.

Kristi Lynn Leal
Notary Public, State of Texas
My Commission Expires:
November 22, 2010

Kristi Lynn Beal
Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11th of October, 20 10, by MARTHA NOEMI MOLINA.

Kristi Lynn Leal
Notary Public, State of Texas
My Commission Expires:
November 22, 2010

Kristi Lynn Beal
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LEAL'S LAND DEVELOPMENTS
P.O. BOX 631
Mission, Texas 78573

PREPARED BY:

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE THE PREPARER EXPRESSES NO OPINION ON TITLE AND/OR TAXES TO THIS PROPERTY.

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: Oct 26,2010 at 01:40P
As a Recording
Document Number: 2140424
Total Fees 20.00
Receipt Number - 1154495
By:
Pedro Diaz, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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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: 4-5673

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:	/ /	08/01/11

Name: Rosa Maria Martinez

Address: 8231 LOCKER AVENUE Edinburg TX 78542

Phone: 956-271-5093 956-961-3724

Water Supplier: NORTH Alamo Water

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

Account/ESI No.: # 10032789477219939

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Cardinal Gardens M.H. Lot #16

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 1/22/06);

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
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: 4-5673

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: Rosa Maria Martinez

Address: 8231 Locker Avenue
Edinburg TX 78542

Phone: 956-271-5093

HIDALGO COUNTY PLANNING DEPT.

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

Cardinal Gardens Lot #16

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 Rosa Mtz.
Requesting Party (Signature)

8/1/11
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:

8/3/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10770
Jun. 22, 2011

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

C1617-00-000-0016-00

[1] OWNER: MARTINEZ, ROSA MARIA

8231 LOCKER AV.
EDINBURG TX 78542
Telephone No. 961-3724

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 236 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-20

[7] LEGAL DESC./NAME OF SUBDIVISION
CARDINAL GARDENS LOT 16

LOCATION: 0 2812 & DOOLITTLE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $300

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:25' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF THE STREET

Prepared by — Date: 6/22/11

Approved by — Date: 6/29/11

X Rosa Ma Martinez
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: 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.

DEED OF TRUST

Date: July 20, 2006

Grantor: Rosa Maria MartinezGrantor's Mailing Address (including county):
535 Owasa Road
Alamo, Texas 78516
Hidalgo County, Texas

Trustee: Robert Geissler
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: Cardinal Development, Ltd., a Texas Limited Partnership
Beneficiary's Mailing Address:

P.O. Box 721052
McAllen, Texas 78504

Note:

Date: July 20, 2006
Amount: Fourteen Thousand Four Hundred and 0/100 Dollars ($14,400.00)
Maker: Rosa Maria Martinez

Payee: Cardinal Development, Ltd., a Texas Limited Partnership

Property (including any improvements):

Lot(s) 16, Cardinal Gardens Subdivision, as shown by the map or plat thereof recorded in Volume 49, Pages 133-135, Map Records of Hidalgo County, Texas

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 14, 2005, payable to the order of Texas 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 1523779;
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;
11. 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;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Cardinal Gardens Subdivision, as shown on the plat thereof, recorded in Volume 49, Pages 133-135, Map records of Hidalgo County, Texas; and
13. 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 Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary. Beneficiary may return any payment or partial payment if the payment or partial payments are insufficient to bring the Note current.

Rosa Martinez

Rosa Maria Martinez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 23rd day of July, 2006, by Rosa Maria Martinez .

CECILIO B. HINOJOSA
MY COMMISSION EXPIRES
November 3, 2007

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cardinal Development, Ltd.
P.O. Box 721052
McAllen, Texas 78504

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

PLANNING DEPARTMENT

County of Hidalgo

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

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

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

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

Rev. 02-19-10
~~ONSITE HAS BEEN DONE~~ EV.

Precinct 1 2 3 (4)

Application No: 4-10863

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:		46198
Date Approved:	/ /	7/29/11

Name: DALIA LERMA

Address: P.O. Box 2141
Edinburg TX. 78540

Phone: 956/328-lelele1

Water Supplier: North Nama Water Supply Corporation

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

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

regarding the land described as: Lantana Acres #6 Lot # 33,

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 _____);

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-10863

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: ODILIA LERMA

Address: P.O. Box 2141
Edinburg Tx. 78540

Phone: 956/ 328- 4464

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

Lantana Acres #10 Lot 33

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Odilia Lerma — Requesting Party (Signature)

7/29/11 — 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:

8/3/11 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10863
Jul. 29, 2011

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

L2850-06-000-0033-00

[1] OWNER: LERMA, ODILLIA

PO BOX 2141
EDINBURG, TX. 78541
Telephone No. 328-6661

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 144 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES #6 LOT 33
9/13/10/NW/F

LOCATION: 0 2812 & JESUS FLORES

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $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' SIDE 6'
REAR 35' . / 18" ABOVE CNTR LN. OF ST.

Prepared by — Date: 07/29/11

Approved by — Date: 07/14/11

Signature of Owner or Applicant — Date: 7/29/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: May 26, 2011

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

Grantee: Odillia Lerma

Grantee's Mailing Address (including county):
PO Box 2141
Edinburg, Texas 78540
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-Three Thousand Five Hundred Dollars and No Cents ($33,500.00), 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) 33, 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;

, nree Grandes, Ltd., a Texas Limited Partnership

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

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 26 day of May, 2011, by Richard W. Ruppert, President of El Guy Loco, LLC, a Texas Limited Liability Company in its capacity of General Partner of The Three Grandes, Ltd., a Texas Limited Partnership.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

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

IRMA MORENO
Notary Public, State of Texas
My Commission Expires
August 08, 2012

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: 4-10674

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		EXISTING
Date Approved:	/ /	8/12/15

Name: Moisas Hernandez

Address: 16100 Buffalo st
Edinburg Tx 78542

Phone: 956 783-6996

Water Supplier: NHWS

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

Account/ESI No.: 1256569-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Rincon de Encinos # 4 Lot 23,

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 9/27/99);

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 8-2-1(;

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 8-2-1(;

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: 4-10674

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: Moises Hernandez

Address: 16100 Buffalo st
Edinburg tx 78542

Phone: 956 783-6996

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

Rincon de Encinos #4 Lot 23

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
_/_ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

Requesting Party (Signature) — Date: 8/1/11

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:

8/3/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10674
May. 25, 2011

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

R2845-04-000-0023-00

[1] OWNER: HERNANDEZ, MOISES

807 ZAVALA AVE
PHARR, TX 78577-9311
Telephone No. 783-6996

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 962 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL AE-25

[7] LEGAL DESC./NAME OF SUBDIVISION
RINCON DE ENCINOS #4 LOT 23
1/23/08NA/F FOR AG. USE

LOCATION: 0 SHARP AND M. CRISTO

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $20,000

[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 51' SIDES 7' BFE. 73.0

Prepared by — Date: 5-25-11

Approved by — Date: 5-25-11

Signature of Owner or Applicant — Date: 5/25/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI
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.

DEED OF TRUST

Date: November 4, 1999

Grantor: MOISES HERNANDEZ

Grantor's Mailing Address (including county):

859616

807 ZAVALA
PHARR, Texas 78577
Hidalgo County, Texas

Trustee: Charles Mann

Trustee's Mailing Address (including county):

3105 S. Bus 281
Edinburg, Texas 78539
Hidalgo County, Texas

Beneficiary: Bob A. Gaston and Dennis E. Hendrix

Beneficiary's Mailing Address (including county):

3105 S. Bus. 281
Edinburg, Texas 78539
Hidalgo County, Texas

Note(s)

Date: November 4, 1999

Amount: Fourteen Thousand One Hundred and 00/100 Dollars ($14,100.00)

Maker: MOISES HERNANDEZ

Payee: Bob A. Gaston and Dennis E. Hendrix

Final Maturity Date: As provided in the Note(s).

Terms of Payment: As provided in the Note(s).

Property (including any improvements):

Lot(s) 23, Rincon De Encinos Subdivision No. 4, Hidalgo County, Texas, according to the map recorded in Volume 34, Page 79-80, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

Prior Lien(s) (including recording information): None

Other Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;

c. That Beneficiary shall not be responsible for any further clearing or improvement of the Property.
d. That there have been no arrangements by Beneficiary to provide fire protection or control to the Property. Any fire hydrants located on or near the Property may or may not be functionable, depending on the governmental entity having control of fire protection in the area.
e. If Grantor constructs, erects, or places any permanent improvements on the Property, Grantor must pay cash for all costs of the improvements, and they will become a part of the real estate. If Grantor places a mobile home on the Property, Grantor will provide Beneficiary in writing, notification of the name and address of any party holding a lien or security interest in such mobile home. If Beneficiary forecloses under this deed of trust, all permanent improvements, including those made by Grantor, will be the Property of the purchaser at the foreclosure sale.
f. As part of the consideration for the execution of this Agreement, Grantor, Grantor's successors and assigns, shall indemnify and hold harmless Beneficiary, its successors and assigns, and its officers, directors, controlling persons (if any), employees, stockholders, and agents, for any losses suffered by virtue of the following: all suits, actions, claims, losses, damages, injuries, and liabilities of any character, type or description accruing, brought or made for or on account of any injuries or damages received or sustained by any person or persons or other entity or property arising out of or occasioned by the deceptive, fraudulent, or ordinary or grossly negligent acts or omissions of Grantor, or any other type of litigation involving Grantor.

14. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
15. Grantor represents that this deed of trust and the note are given for the following purposes:
The debt evidenced by the Note is in part payment of the purchase price of the property; the debt is secured both by this Deed of Trust and by a Vendor's Lien on the property, which is expressly retained in a deed to Grantee of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust.
16. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within 20 days after notice to Grantor, Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three years or less without an option to purchase.

MOISES HERNANDEZ

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 4 day of November, 1999, by MOISES HERNANDEZ.

Notary Public, State of Texas

IMELDA ZAMALA
Notary Public,
State of Texas
Comm. Exp. 9-18-2003

	WATER SERVICE AVAILABILITY	
	APPLICANT	APPLICATION NO.
1.	Maria G. Garza C/O Armando Garza Jr.	1-8206
	COMM. COURT: August 9, 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: 1-8206

1-25

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

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		42925
Date Approved:	/ /	7/28/2011

Upon the application of:

Name: c/o Armando Garza Jr. Maria G. Garza

Address: 3/4 mile S. FM 493
PO Box 120
La Blanca TX 78558

Phone: 956-497-1106
956-454-6802

Water Supplier: NA

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

Account/ESI No.: NA

[ ] Temporary Pole [ ] Permanent Service

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

La Blanca "B" Blk 174
FM 493 & Wall St 1/2.

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

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

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

-OR-

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

Noel. Castillo

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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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: I-8206
V-25

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

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

Armando Garza Jr + Maria G. Garza ,

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

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

La Blanca "B" Blk # 174 ."

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

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

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

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

-OR-

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

_____ **(Signature)**

SUBSCRIBED AND SWORN TO before me on July 22 **, 20** 11 **, to certify which, witnesses my hand and seal of office.**

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

RACHEL A. GARCIA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
OCTOBER 12, 2011

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8206
Jul. 21, 2011

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

L0450-00-174-0000-08

[1] OWNER: MEDRANO, MARIA G
PO BOX 120

LA BLANCA TX 78558-0120
Telephone No. 454-6802

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,756 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
LA BLANCA "B" W291.72'-S90'-N6
60' & E396'-W952.4' S165'-N660
' BLK 174 2.10AC GR 2.02AC NET

LOCATION: 0 493 & MILE 15 1/2

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $85,500

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 40' REAR 15' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE 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.

1160737

GIFT DEED

Date: January 20, 2003

Grantor: JESUS J. MEDRANO, JR. and wife, GLORIA J. MEDRANO

Grantor's Mailing Address (including county):

P. O. Box 120
La Blanca, TX 78558
Hidalgo County, Texas

Grantee: MARIA G. MEDRANO GARZA, as her sole and separate property and estate;

Grantee's Mailing Address (including county):

P. O. Box 120
La Blanca, TX 78558
Hidalgo County, Texas

Consideration: For the love and affection Grantor has and bears unto "my daughter, MARIA G. MEDRANO GARZA."

Property (including any improvements):

Being 0.50 acre of land situated in Hidalgo County, Texas and being a part or portion of Block 174 of La Blanca "B" Subdivision, (Deed Ref. Vol. "Y", Page 469-471 Deed Records Hidalgo County, Texas) and 0.50 acre also being a part or portion of a tract of land known as the South l/2 of the North l/2 of said Block 174, (Deed Ref. Vol 1174, Page 347, Deed Records, Hidalgo County, Texas) and said 0.50 acre also being more particularly described by metes and bounds as follows:

BEGINNING at a l/2 inch iron rod set for the southwest corner of this tract, said iron rod also being on the south line of said South l/2 of the North l/2 of Block 174 (Deed Ref. Vol. 1174, Page 347, Deed Records Hidalgo County, Texas) and bears South 09° 09' West 660.0 feet and South 80° 51' East 688.40 feet from the northwest corner of said Block 174;

THENCE, North 09° 09' East at 165.0 feet at a l/2 inch iron rod set for the northwest corner of this tract, said iron rod being in the center of a 20.0 foot ingress egress easement;

THENCE, South 80° 51' East along the center of said ingress egress easement 132.00 feet to a l/2 inch iron rod set for the northeast corner of this tract;

Grantor gives and conveys the Property to Grantee as Grantee's separate property.

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

JESUS J. MEDRANO, JR.

GLORIA J. MEDRANO

(Acknowledgment)

State of Texas §

County of Hidalgo §

This instrument was acknowledged before me on Jan 22 2003, JESUS J. MEDRANO, JR. and GLORIA J. MEDRANO.

RACHEL TORRES
MY COMMISSION EXPIRES
April 30, 2005

Notary Public, State of Texas

AI-27817 **5. A.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

1. Sharyland Water Supply Corporation:
a. 2" PVC waterline to begin 20 FT. East of the centerline of the intersection of Ware Rd. & Gonzalez Stl.; then to go East for a distance of approximately 520'. Waterline to be located 5 FT. South of North R.O.W. line of Gonzalez St.

2. North Alamo Water Supply Corporation:
a. La Mesa L159 (SEC 11N/1.5W)- Bore- Maria Refugio Mendez- 3/4" service connection

BACKGROUND

Attachments

Shary/NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 04:53 PM
Olga Garza	Olga Garza	08/04/2011 09:42 AM
Auditor's Office	Arcilia Duran	08/04/2011 11:10 AM

Form Started By: Sandra Garcia Started On: 08/01/2011 09:31 AM

Final Approval Date: 08/04/2011

REVISED JANUARY 2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 9th day of August, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

Sharyland Water Supply Corporation

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of P.V.C. material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. A 2" PVC waterline to begin 20 FT. East of the centerline of the intersection of Ware Rd. & Gonzalez St.; then to go East for a distance of approximately 520'. Waterline to be located 5 FT. South of North R.O.W. line of Gonzalez St.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 2" P.V.C. water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 9th day of August, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply Corporation

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. La Mesa L159 (SEC 11N/1.5W)- Bore- Maria Refugio Mendez- ¾" service connection

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-27918 **6. A.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of 457 plan hardship withdrawal requests for employee # 101907 & 122335

BACKGROUND

Attachments

withdrawal form

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/05/2011 11:22 AM
Auditor's Office	Arcilia Duran	08/05/2011 01:37 PM
Dina Trevino	Angela Garcia	08/05/2011 03:55 PM

Form Started By: Angela Garcia Started On: 08/05/2011 11:19 AM

Final Approval Date: 08/05/2011

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan EMP # 101907

Participant N

Address 1

Social Securi

SECTION I – Hardship Withdrawal Request

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deducible medical expenses as provided by law.

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

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

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

Hardship Requested $ 100 o/o Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

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

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

PARTICIPANT SIGNATURE X _____ Date 8-5-2011

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employer # 122335

Participan[redacted]

Address[redacted]

Social Sec[redacted]

SECTION[redacted]

I understan[redacted]
the withdra[redacted]
distribution[redacted]ardship,
me under the Plan, [redacted] all other plans maintained by the
taxable as ordinary income in the calendar year in which I rec[redacted]
unless I am at least 59-1/2 years of age or I use the fun[redacted]
expenses as provided by law.

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

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

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

Hardship Requested $ 2000 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? Yes If so what was the amount taken $ 200000

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

PARTICIPANT SIGNATURE X [redacted] Date 6.23.2011

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

AI-27874 **7. A.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
C2672.00.002.0003.01	Compass Bank	$2781.67
C6170.02.000.0065.00	Citimortgage	$3041.65

BACKGROUND

Attachments

frnt pg

accts pg

compass

citi

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 03:18 PM
Perla Lopez	Perla Lopez	08/04/2011 08:50 AM
Auditor's Office	Arcilia Duran	08/04/2011 10:19 AM
Purchasing Department	Marty Salazar	08/04/2011 10:52 AM

Form Started By: Hilda Fuentes Started On: 08/03/2011 02:57 PM

Final Approval Date: 08/04/2011

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

August 1, 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. C2672.00.002.0003.01	COMPASS BANK	$ 2,781.67
2.C6170.02.000.0065.00	CITIMORTGAGE	$ 3,041.65

PLEASE REFERENCE REQ# 31221 ON THE CHECK

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
DHR REAL ESTATE MANGEMENT LLC (PAID BY: COMPASS BANK)

Present mailing address *(number and street)*
5501 SOUTH MCCOLL RD

City, town or post office, state, ZIP code
EDINBURG, TX 78539

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): CENTER POINTE (R/S) AN IRR TR W132.51'

LOT 3 BLK 2

Address or location of property:

20830078

Account number of property: C2672.00.002.0003.01

Tax receipt number: OR 18362910

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	03/22 / 2011	$ 2,781.67	$ 2,781.67
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2,781.67

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ACCT#20830078

APPLY TO CORRECT ACCOUNT.

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: Kyle M. Taylor V.P. COMPASS BANK — Date of application for tax refund: 6-16-11

KYLE M TAYLOR 972-705-4459

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: 7-21-11 7/26/11

sign here — Authorized officer — Date: 7/26/11

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: 6/27/11

6/29

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

MAY 27 2011

Print Date: 05/06/2011

Account Number
C6170-02-000-0065-00 4
HCAD No. 573324
Legal Description of the Property
COLINAS DEL RIO PH 2 LOT 65 4
4000 AZUCENA ST 4
OWNER: SANTOS RAYMUNDO JR & NADINE 4

Payer:
CITIMORTGAGE 4
14700 CITICORP DR
HAGERSTOWN , MD 21742

2010 OVERAGE AMOUNT $3,041.65 4

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 48: MISSION 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 citimortgage	Relationship to Property Owner
	Mailing Address PO Box 22689	Daytime Telephone Number
	City, State, Zip Code Rochester NY 14692	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year _____ 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	
	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	
	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	Date of application 6-2-11
	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: 7/26/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: _____	Date: 7/13/11

This application must be completed, signed, and submitted with supporting documentation to be valid.

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 7/25 (PM) 7/26/11

1218867354/29/11

4000196406

.1.14

[redacted]

7/15

AI-27878 **7. B.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct #	Payer	Amt
J2355.00.000.0067.00	Inter National Bank	$6189.96
J2355.00.000.0068.00	Inter National Bank	$6189.96
T3253.00.000.0022.00	Everhome Mortgage	$3000.00
W2300.00.032.0001.00	Inter National Bank	$13264.14

BACKGROUND

Attachments

frnt pg
accts pg
inter
inter national
ever home
inter national bank

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:02 PM
Perla Lopez	Perla Lopez	08/04/2011 08:57 AM
Auditor's Office	Arcilia Duran	08/04/2011 10:19 AM

Form Started By: Hilda Fuentes Started On: 08/03/2011 03:31 PM

Final Approval Date: 08/04/2011

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

August 3, 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. J2355.00.000.0067.00	INTER NATIONAL BANK	$ 6,189.96
2.J2355.00.000.0068.00	INTER NATIONAL BANK	$ 6,189.96
3.T3253.00.000.0022.00	EVERHOME MORTGAGE	$ 3,000.00
4.W2300.00.032.0001.00	INTER NATIONAL BANK	$ 13,264.14

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

FINAL NOTICE

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: APR 7-29-11

Print Date: 01/28/2010

APR 2 8 2010

JUN 1 5 2011

Account Number
J2355-00-000-0067-00
HCAD No. R704302

Legal Description of the Property
JACKSON SOUTH ESTATES LOT 67

3900 S SHERATON AVE 78577

INTER NATIONAL BANK
PO BOX 1700
MCALLEN , TX 78505-1700

2009 OVERAGE AMOUNT $6,189.96

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 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	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number 956-664-8400 X1176
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2009 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 6,189.96	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed 6,189.96	
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 Marcel Ferris	Date of application 7/15/11
	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: 8/3/11
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By:	Date: 7/26/11

This application must be completed, signed, and submitted with supporting documentation to be valid.

7/27

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 8/17-29-11

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/28/2010

FINAL NOTICE

APR 2 8 2010

INTER NATIONAL BANK
PO BOX 1700
MCALLEN , TX 78505-1700

JUN 1 5 2011

Account Number
J2355-00-000-0068-00 ✱
HCAD No. R704303 ✱
Legal Description of the Property
JACKSON SOUTH ESTATES LOT 68 ✱
3804 S SHERATON AVE 78577 ✱

2009 OVERAGE AMOUNT $6,189.96✱

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 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	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number 956-664-8400 X1178
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2009✱ 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 6,189.96	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed 6,189.96✱	
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 Marcela Trevino ✱	Date of application 7/15/11
	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: [signature]	Date: 8/3/11
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By: [signature] ✱	Date: 7/26/11

This application must be completed, signed, and submitted with supporting documentation to be valid.

7/27

9000497436

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

RECEIVED
JUN 23 2011
BY: Payer

Print Date: 05/19/2011

EVERHOME MORTGAGE COMPANY
P.O. BOX 1499
COVINA , CA 91722

Account Number
T3253-00-000-0022-00
HCAD No. 550273

Legal Description of the Property
THE GARDENS LOT 22

7137 N 5TH ST

OWNER: VALDEZ JESUS A & IRMA M

2010 OVERAGE AMOUNT $3,000.00

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 EVERHOME MTG	Relationship to Property Owner LENDER
	Mailing Address 1123 S. PARK VIEW DR	Daytime Telephone Number 800-537-3821, X1577
	City, State, Zip Code COVINA CA 91724	
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	$6240.72
	Total tax, penalty, and interest amount owed for the year	—
	Amount of refund claimed	6240.72
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 [signature]	Date of application 7/13/11
	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: 8/3/11
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By: [signature]	Date: 7/26/11

This application must be completed, signed, and submitted with supporting documentation to be valid.

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 7-29-11

7/27 .1.14

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: BM 7-29-11

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/28/2010

Account Number
W2300-00-032-0001-00
HCAD No. R321858
Legal Description of the Property
WESLACO ORIGINAL TOWNSITE LOTS 1-18 BLK 32

INTER NATIONAL BANK

PO BOX 1700
MCALLEN , TX 78505-1700

2009 OVERAGE AMOUNT $13,264.14

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 40: CITY OF WESLACO, 53: WESLACO 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	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number 956-664-8400 x1176
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2009 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 13,264.14	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed 13,264.14	
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 Marcel Trevino	Date of application 7/15/11
	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: 8/3/11
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By:	Date: 7/26/11

This application must be completed, signed, and submitted with supporting documentation to be valid.

7/27

SECOND NOTICE

MAY 10 2010

JUN 15 2011

AI-27821 **8. A.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Laura Hinojosa Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerks Office:
Requesting approval to pay the 2011 County & District Clerks' Association of Texas, membership dues in the total amount of $110.00 for Laura Hinojosa, District Clerk, with authority for County Treasurer to issue check after review, audit, and processing procedures are complete by the County Auditor.

BACKGROUND

The purpose of the CDCA is to promote professional standards, to provide the means for the education of its members regarding the statutory and constitutional duties of the offices of the county clerk and the district clerk, and to participate in the legislative, judicial and executive processes of state government beneficial in the performance of the members' duties.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-090-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 08/03/2011, refer to Req #00191141.

Attachments

CDCA info.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2011 01:11 PM
Sylvia Solis	Sylvia Solis	08/03/2011 09:17 AM
Auditor's Office	Arcilia Duran	08/04/2011 10:22 AM

Form Started By: Stephanie Palacios Started On: 08/01/2011 10:32 AM

Final Approval Date: 08/04/2011

Requisition

Req # 00191141

PO #
Date: 03/02/11

Bill To: x
x

Vendor : 230995
COUNTY & DISTRICT CLERK'S ASSC. OF TI
111 E. LOCUST, SUITE 200
ANGLETON TX 77515

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: Stephanie
956-318-2200

Contract No:

Special Instructions:
REQ. NO: 030211-4

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	MEMBERSHIP DUES FOR LAURA HINOJOSA, DISTRICT CLERK FOR JULY 2011 - JUNE 2012	110.00	110.00
		Account No	Encumbrance	
			Freight	.00
			Total	110.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

CDCAT Treasurer
Teresa Kiel, County Clerk
Guadalupe County
211 West Court Street
Seguin, TX 78155

Association Dues for July 2011 - June 2012
MAKE CHECK PAYABLE TO: CDCAT

Payable within 30 Days of this Statement

Scale of Dues

Counties with Population:	Less than 20,000	$	80.00
	20,000 - 50,000	$	85.00
	50,000 - 100,000	$	95.00
	100,000 and Over	$	110.00
	Affiliate Members	$	50.00

(Affiliate Members = Employees, Retired Clerks, Election/Court Administrators)

TOTAL AMOUNT PAID $_____

IMPORTANT NOTICE

Please list below all current information and return a copy of this statement with your dues payment to the above address. Thank you for your prompt attention!

County Clerk ____ District Clerk ✓ Combination Clerk _____

Deputy County/District Clerk _____ Elections/Court Administrator _____

Name: Laura Hinojosa (e-mail) Laura.hinojosa@co.hidalgo.tx.us

County: Hidalgo Address: 100 North Closner, 1st Floor

City/St/Zip: Edinburg, TX, 78539

Phone: (956) 318-2200 Fax (956) 318-2251

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Laura Hinojosa**, do hereby state that my membership in the **County & District Clerks' Association of Texas (CDCA)** 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: Laura Hinojosa DATE: **03/02/2011**

TITLE: **Hidalgo County District Clerk**

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

(SEAL)

NOTARY PUBLIC
STATE OF TEXAS
GINNA ALVAREZ
My Commission Expires
May 27, 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

AI-27852 **8. B.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Arturo Guajardo, Jr. Submitted By: Jennilee Garza, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

County Clerk:
Requesting approval to pay the 2011 National Association of County Recorders, Elected Officials, and Clerks (NACRC) membership dues in the total amount of $250.00 and the 2011 County and District Clerk's Association of Texas membership dues in the total amount of $110.00 for Arturo Guajardo, Jr., with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 08/04/2011, refer to Req #00200186 & 00200184.

Attachments

NACRC 2011
CDCAT 2011

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 10:59 AM
Sylvia Solis	Sylvia Solis	08/04/2011 10:04 AM
Auditor's Office	Arcilia Duran	08/04/2011 10:24 AM

Form Started By: Jennilee Garza Started On: 08/03/2011 09:51 AM

Final Approval Date: 08/04/2011

NACRC

NACRC
2501 Aerial Center Parkway, Suite 103
Morrisville, NC 27560
Ph. 919.459.2080
Fx. 919.459.2075

August 1, 2011

Arturo Guajardo
Hidalgo County
100 N. Closner
Edinburg, TX 78539

Title: County Clerk
Phone: 956.318.2149
Fax: 956.318.2105
Email: jennilee.garza@co.hidalgo.tx.us
Website: www.hidalgocountyclerk.us

Member #: 34232

Member Type: Regular Member

Dues Statement

Due Date	Amount Due	Payment Date	Payment Amount	Payment Type	Check Number
7/31/2011	Dues Based on Chart Below	8/16/2011	$250.00	Check	

Balance Due: Dues Based on Chart Below

Membership Renewal Year: Aug. 1, 2011 – July 31, 2012

Please check all functions for which you are responsible. This information will determine where you are listed in the job function section of the Membership Directory.

- [x] Court Administration
- [x] Clerk to Board/ Commissions
- [x] Vital Records
- [x] Records Management
- [ ] Election Administration
- [x] Land Records
- [ ] Other: _____

Membership Dues Invoice Instructions:

1. Please return a copy of this invoice along with dues payment, by July 31, 2011.
2. Please check the accuracy of your contact information above, including name, county, title, address, phone, fax and email. Make any corrections or additions to the remittance copy of the invoice.
3. Please use the dues schedule below to determine your renewal amount:

County Population of 25,000 or less	$55
County Population of 25,001 – 75,000	$135
County Population of 75,001 – 200,000	$175
County Population of 200,001– 500,000	$200
County Population over 500,001	$250
Associate Members/Retired Members	$35
State Association or Organization	$350
National Association or Organization	$500
Deputy of Associations	$50

Please remit payment and a copy of this invoice by July 31, 2011.

INVOICE RECEIVED BY:
8/1/11 on J. Garza
GOODS/SERVICES RECEIVED BY:
8/1/11 on J. Garza

1-1100-415-40-180-001-0-810
00200184

Aug. 1. 2011 2:15PM No. 5947 P. 1/1

Requisition

Req # 00200184

PO #

Date: 08/02/11

Bill To: x
x

Vendor : 167126
NACRC
2501 AERIAL CENTER PKWY, STE 103
MORRISVILLE NC 27560
FAX (919)459-2075

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		TO PAY MEMBERSHIP RENEWAL FOR ARTURO GUAJARDO JR. FROM AUGUST 1, 2011 - JULY 31, 2012	250.00	250.00
		Account No	Encumbrance	
		1-1100-415-40-180-001-0-810	250.00	
			Freight	.00
			Total	250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Arturo Guajardo, Jr., do hereby state that my membership in the National Association of County Recorders, Elected Officials and Clerks 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: 8-2-2011

TITLE: Hidalgo County Clerk

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

(S E A L)

~~NOTARY PUBLIC~~ IN AND FOR
THE STATE OF TEXAS
Deputy Clerk / County Clerk

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

COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

CDCAT Treasurer
Teresa Kiel, County Clerk
Guadalupe County
211 West Court Street
Seguin, TX 78155

INVOICE RECEIVED BY:
8/1/11 on [signature]
GOODS/SERVICES RECEIVED BY:
8/1/11 on [signature]

1-1100-415-40-180-001-0-810
00200186

Association Dues for July 2011 - June 2012
MAKE CHECK PAYABLE TO: CDCAT

****Payable within 30 Days of this Statement****

Scale of Dues

Counties with Population:	Less than 20,000	$ 80.00
	20,000 - 50,000	$ 85.00
	50,000 - 100,000	$ 95.00
	100,000 and Over	$ 110.00
	Affiliate Members	$ 50.00

(Affiliate Members = Employees, Retired Clerks, Election/Court Administrators)

TOTAL AMOUNT PAID $110.00

IMPORTANT NOTICE

Please list below all current information and **return a copy of this statement** with your dues payment to the above address. Thank you for your prompt attention!

County Clerk X **District Clerk** ___ **Combination Clerk** ___

Deputy County/District Clerk ___ **Elections/Court Administrator** ___

Name: Arturo Guajardo, Jr. **(e-mail)** aguajardo@hidalgocountyclerk.us

County: Hidalgo **Address:** 100 N. Closner / PO Box 58

City/St/Zip: Edinburg, TX 78540

Phone: 956-318-2149 **Fax** 956-318-2105

Requisition

Req # 00200186

PO #

Date: 08/02/11

Bill To: x
x

Vendor : 230995
COUNTY & DISTRICT CLERKS' ASSOC OF T
BRENDA HUDSON, TREASURER
119 S. MAXWELL
TULIA TX 79088

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		TO PAY DUES FOR THE COUNTY & DISTRICT CLERK'S ASSOCIATION FOR JULY 2011 - JUNE 2012 FOR ARTURO GUAJARDO JR.	110.00	110.00
		Account No	Encumbrance	
		1-1100-415-40-180-001-0-810	110.00	
			Freight	.00
			Total	110.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Arturo Guajardo, Jr., do hereby state that my membership in the County & District Clerks' Association of Texas 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: 8-2-2011

TITLE: Hidalgo County Clerk

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

(S E A L)

~~NOTARY PUBLIC~~ IN AND FOR
THE STATE OF TEXAS
Deputy Clerk / County Clerk

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

AI-27848 **9. A.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Irene Montoya **Submitted By:** Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into two (2) "Homebuyer Assistance Program" contracts under the Home Program.

BACKGROUND

The applicants below have been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following families:

Juan G. Macias & Elizabeth Martinez

San Juanita Villanueva

(see attachments)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

applicants

Macias

Villanueva

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 10:58 AM
Perla Lopez	Perla Lopez	08/05/2011 09:39 AM
Auditor's Office	Arcilia Duran	08/05/2011 10:58 AM
Purchasing Department	Marty Salazar	08/05/2011 10:58 AM

Form Started By: Estella Webber Started On: 08/03/2011 09:13 AM

Final Approval Date: 08/05/2011

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court
Consent Agenda Request Form

No.

Date: August 2, 2011

Meeting Date Request: August 9, 2011

Deadline for Action: _____

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director

Caption:

Request approval to enter into two (2) "Homebuyer Assistance Program" Contract under the Home Program.

Background:

The applicants below have been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following families:

APPLICANT	*FUNDING YEAR*	*GRANT AMOUNT*	*LENDER*	*LEGAL DESCRIPTION*
Juan G. Macias & Elizabeth Martinez	FY 2010	$7,500	USDA	Lot 27, Magnolia Pointe Alton, Hidalgo County Texas
San Juanita Villanueva	FY 2010	$10,000	USDA	Lot 164, Rio Largo Estates IV, Hidalgo County Texas

Please initial for approval:

Compliance Division Manage: _____

Finance : _____

Legal Council _____ **Budget** _____ **Human Resources** _____ Dept./Fund No._____ Amt.
Expended: $ _____ Funds/ Staffing Budgeted: Yes ____ No ____ Amount Code: _____ Impact on Future Budget: Yes____ No____
Comments:
Action taken by Commissioner's Court:
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this 9th day of August 2011, between the County of Hidalgo, State of Texas ("County") and ***Juan G. Macias & Elizabeth Martinez*** ("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 27, Magnolia Pointe Alton, HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $ **7,500.00** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 8.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding DPA Funds on the Repayment Date in an amount equal to the DPA Funds.

FAILURE TO REPAY THE DPA FUNDS IN ACCORDANCE WITH THIS DPA CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

Juan G. Macias

_____

Elizabeth Martinez

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Juan G. Macias** ON THIS **9th** day of **August,** 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Elizabeth Martinez** ON THIS **9th** day of **August**, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ON THIS ____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 27, Magnolia Pointe Alton, Hidalgo County Texas.**

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this **9th** day of **August,** 2011, between the County of Hidalgo, State of Texas ("County") and ***San Juanita Villanueva*** ,("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 164, Rio Largo Estates IV HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $ **10,000.00** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 8.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding DPA Funds on the Repayment Date in an amount equal to the DPA Funds.

FAILURE TO REPAY THE DPA FUNDS IN ACCORDANCE WITH THIS DPA CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

San Juanita Villanueva

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ON THIS _____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me _____ON THIS _____ day of_____, 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 164, Rio Largo Estates IV, Hidalgo County Texas.**

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

AI-27850 **9. B.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Irene Montoya Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the Countywide under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Martin Pequeno Deferred Loan 20% Loan - 80% Reconstruct	CW 85-10-13	Donna Precinct #1	HOME 2010	0.50 gross acre of land more or less Lot 1, Block 4, La Donna Plat Subdivision Hidalgo County, Texas

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Urban County will utilize HOME 2010 funds.

Attachments

Synopsis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 12:57 PM
Perla Lopez	Perla Lopez	08/04/2011 09:38 AM
Auditor's Office	Arcilia Duran	08/04/2011 10:30 AM

Form Started By: Estella Webber Started On: 08/03/2011 09:47 AM

Final Approval Date: 08/04/2011

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has met all program requirements for assistance under the Housing Rehabilitation Program as an emergency case. Determination as an emergency case is due to catastrophic loss – home burn. The following is a profile of the family.

Martin Pequeno

Family of four (4)
Applicant's age is 45, wife's age is 48, sons' ages are 19 & 5

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$61.40
Debt to Income Ratio:	28%
Pay Back:	Yes – 80% payback & 20 % Deferred
Number of Bedrooms:	3
Square Feet:	1187
Total annual household income:	$ 32,500.00
HUD Income Limits (family of 4):	$ 48,600.00

Existing Dwelling: 3 bedrooms manufactured home, built in 1995.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-27890 **10. A.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

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 $108,457.71 for the period of 07/01-31/2011 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice 7-01-15-2011
By Org. 7-01-15-2011
Invoice 7-16-31-2011
By Org. 7-16-31-2011
Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:09 PM
Olga Garza	Olga Garza	08/04/2011 10:03 AM
Auditor's Office	Arcilia Duran	08/04/2011 10:30 AM
Budget & Management	Merlen P. Munoz	08/04/2011 10:51 AM
Olga Garza	Olga Garza	08/05/2011 09:56 AM

Form Started By: Flora Vazquez Started On: 08/03/2011 04:38 PM

Final Approval Date: 08/05/2011

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

July 18, 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: 87552

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 7/1-7/15/11 (Check#507017-507215) are in accordance with our contract with Hidalgo County Eshibit A, dated July 1st	64,248.95
TOTAL CURRENT CHARGES	$ 64,248.95
Previous Balance Due	$ 32,031.95

Payments and Credits

07/18/11	Payment received - thank you	32,031.95CR
	Total Payments and Credits	$ 32,031.95CR
	Total Balance Due	$ 64,248.95

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 7/1-7/15/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Community Service										
					Alternate Organization 1 Total: 2					607.25
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total: 68					5,694.31
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total: 376					57,947.39
					Grand Total: 446					64,248.95

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

August 1, 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: 87608

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 7/16-7/31/11 (Check#507216-507344) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st.	44,208.76
TOTAL CURRENT CHARGES	$ 44,208.76
Previous Balance Due	$ 64,248.95
Total Balance Due	$108,457.71

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 7/16-7/31/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Community Service										
				Alternate Organization 1 Total:	1					7.85
Alternate Organization 1 : Drainage District #1										
				Alternate Organization 1 Total:	1					53.60
Alternate Organization 1 : Headstart										
				Alternate Organization 1 Total:	51					2,993.97
Alternate Organization 1 : Hidalgo County										
				Alternate Organization 1 Total:	207					41,153.34
				Grand Total:	260					44,208.76

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: July 1 thru 31, 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 $ 108,457.71 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period:	07/01-15/2011 (Check# 50717-507215)	07/16-31/2011 (Check # 507216-507344)
1). Hidalgo County	$ 57,947.39	$ 41,153.34
2). Hidalgo County Headstart Program	$ 5,694.31	$ 2,993.97
3). Community Service Agency	$ 607.25	$ 7.85
4). Drainage District #1	$	$ 53.60
Total Reimbursement requested by TRISTAR RISK MANAGEMENT:		$ 108,457.71

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of August 9, 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) $ 41,542.29

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 Headstart Program, and Community Service Agency.
* 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.

Employee Benefits Director — Date 8/3/2011

Budget Officer — Date 08/05/2011

Commissioner's Court Approval — Date

AI-27818 **11. A.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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.:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: N/A

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

BUDGETARY IMPACT:

No budgetary/ fiscal impact for this item. Only requesting approval to utilize approved vendor from cooperative.

Attachments

TASB Dooley Tackaberry
TASB Gulf Coast Paper
TXMAS Eagle Flag
TXMAS Teknion
updated exhibit A
DIR-Okidata

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/04/2011 10:39 AM
Budget & Management	Merlen P. Munoz	08/04/2011 10:47 AM
Rosalinda Cantu	Rosie Cantu	08/04/2011 11:54 AM
Auditor's Office	Arcilia Duran	08/04/2011 01:29 PM

Form Started By: Matilde Faz Started On: 08/01/2011 10:18 AM

Final Approval Date: 08/04/2011

Consent #27818 8/9/11

Vendor Contract Information

Proposal Documents

Back

Vendor: Dooley Tackaberry, Inc.
Address: 1515 West 13th Street
Deer Park, TX 77536
Phone: (713) 427-3130
Contact: David Johnson
Email: davidj@dtihome.com
Website: www.safetyfire.com
Federal ID: 74-0596427
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Equipment #363-10
Effective Date: 4/1/2011
Expiration Date: 3/31/2014
Payment Terms: Net 30 days
Delivery Days: 60
Shipping Terms: Freight prepaid by vendor and added to invoice
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
DTI2011BuyBoard
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Freight will be prepaid and added to invoice.
Return Policy: Return of new unused equipment within 60 days for standard products with 15% restocking charge, no returns on custom made or special order quantities.

[Log Out]

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Bulk Court Consent #27818 8/9/11

361-10	Bus/Car Washes Equipment & Supplies, Parts & Labor	4/012011 to 3/31/2014
363-10	Public Safety & Fire House Supplies & Equipment	4/1/2011 to 3/31/2014
364-10	Radio Communication Products	4/1/2011 to 3/31/2014
365-10	Pipe Bursting Equipment	4/1/2011 to 3/31/2014
366-10	Residential & Commercial Garbage & Recycling Containers	4/1/2011 to 3/31/2014
367-10	Water Treatment Chemicals	4/1/2011 to 3/31/2014
368-10	Energy Saving Lighting Products	4/1/2011 to 3/31/2014
369-11	Office Paper & Toner Products	5/1/2011 to 4/30/2014
370-11	Parks & Recreation Equipment & Installation, Supplemental	4/1/2011 to 9/30/2013
372-11	Custodial Supplies & Equipment	8/1/2011 to 7/31/2014
373-11	Grounds Maintenance Equipment, Irrigation Parts, Supplies & Installation	6/1/2011 to 5/31/2014
374-11	First Aid Supplies & Equipment	6/1/2011 to 5/31/2014
375-11	Trade Services & Labor for Electrical, Plumbing & HVAC	6/1/2011 to 5/31/2014
376-11	Library Books, Used Textbooks & Other Books	6/1/2011 to 5/31/2014
377-11	Work Truck Rental & Lease	Not Awarded
378-11	Cold Mix Asphalt	6/1/2011 to 5/31/2014
379-11	Copiers & Supplies	9/1/2011 to 8/31/2014
380-11	Mobile Command, Emergency Management & Bio-Terrorist Vehicles	9/1/2011 to 8/31/2014
381-11	Musical Instruments, Equipment, Supplies & Repair	9/1/2011 to 8/31/2014
382-11	Outdoor Street Lighting	9/1/2011 to 8/31/2014
383-11	Auction Services	9/1/2011 to 8/31/2014

Endorsed By

BuyBoard On-Line Purchasing
P.O. Box 400 Austin, Texas 78767-0400
800-695-2919 . Fax: 800-211-5454
Email: bids@buyboard.com

The Local Government Purchasing Cooperative

For the Period 8/1/2011 to 7/31/2014

Final Catalog Award Report for Custodial Supplies & Equipment #372-11

RISCO Supply Co. Inc.	Risco janitorial Paper Products & Dispensers Pricelist	0%	Yes
Buckeye Cleaning Center	Rubbermaid Catalog	41%	Yes
Eagle Brush and Chemical, Inc.	Rubbermaid Catalog	30%	Yes
Wagner Supply Company	Rubbermaid Catalog	30%	Yes
TK Sales	Rubbermaid Catalog	10%	No
Ace Mart Restaurant Supply Co	Rubbermaid Pricelist	47%	No
Pasco Brokerage, Inc.	Rubbermaid Pricelist	35%	No
Ace Mart Restaurant Supply Co	San Jamar Pricelist	49%	No
Sanitary Supply Company, Inc.	Sanitary Sypply Co. Pricelist	20% to 30%	Yes
Spectrum Paper Co. Inc.	Spectrum Janitorial Catalog	40% to 50%	No
Gulf Coast Paper Company	Texas Local Government Pricelist	50%	Yes
Torrez Paper Company	Torrez Paper Catalog	25%	No
Winders Sales and Services	Trash Receptacles Catalog	24%	Yes
Unisource Worldwide, Inc.	Unisource Custodial Supply Catalog	25%	Yes
Alamo Iron Works	www.aiwnet.com	10%	No
AmSan	www.amsan.com	35%	Yes
Xpedx Dallas	Xpedx Pricelist	40%	Yes

Consent
#27818
8/9/11

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

EAGLE MOUNTAIN FLAG AND FLAGPOLE
Contract TXMAS-7-780160

On-Line Catalog/Order Processing

FLAGS, BANNERS, PENNANTS, AND RELATED PRODUCTS

Corporate Office:
EAGLE UNITED U.S.A. INC., DBA
EAGLE MOUNTAIN FLAG AND
FLAGPOLE
333 FM 2325
WIMBERLEY TX 78676
USA

Send PO to:
EAGLE MOUNTAIN FLAG AND
FLAGPOLE
P,O. BOX 500
WIMBERLEY TX 78676
USA
Vendor ID: 14320463764

Invoice From:
EAGLE MOUNTAIN FLAG AND
FLAGPOLE
P,O. BOX 500
WIMBERLEY TX 78676
USA
Vendor ID:

Delivery:	30 DAYS ARO EXPEDITED: 3 - 7 DAYS IN STOCK ITEMS ONLY
FOB Point:	DESTINATION
Terms:	1% - 10 DAYS; NET 30 DAYS
Remit To:	EAGLE MOUNTAIN FLAG AND FLAGPOLE P,O. BOX 500 WIMBERLEY TX 78676 USA Vendor ID:
Vendor ID:	14320463764
Business Type:	Small
DUNS #:	018291273
Effective: Expires:	8/23/2007 5/31/2012

CONTACT: MONETTE MILLER

Phone 512-847-0010
GSA333@EAGLEMOUNTAINFLAG.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 8/23/2007 through 5/31/2012 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-07F-9501S.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: NONE
Maximum Order: $100,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

THIS TXMAS CONTRACT IS ALSO LISTED ON TXSMARTBUY. Unless this company has TXMAS-authorized dealers (listed previously on this page), all purchasing entities wanting to purchase items/services available on this TXMAS contract **must** purchase through TxSmartBuy: www.txsmartbuy.com. If this contract has TXMAS-authorized dealers, those dealers may continue to accept purchase orders as they have been doing in their previous manner (fax, email, or hand carry). If you have any questions, please send an email to txmas@cpa.state.tx.us or call (512-463-3421).

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a

direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: light • truck • set • flag • pole • aluminum, flagpole • nylon • assembly • heights • pully • durawavez ,

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

Texas.gov | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

Susan Combs, Texas Comptroller • Window on State Government • Contact Us
Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

Consent #27818

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: 8/9/11 Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

TEKNION
Contract TXMAS-3-7110570

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
TEKNION
350 FELLOWSHIP ROAD, SUITE 100
MOUNT LAUREL NJ 08054
USA

Send PO to:
TEKNION
350 FELLOWSHIP ROAD
MOUNT LAUREL NJ 08054
USA
Vendor ID: 12237850404

Invoice From:
TEKNION
350 FELLOWSHIP ROAD
MOUNT LAUREL NJ 08054
USA
Vendor ID:

Delivery:	30-90 DAYS ARO
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	TEKNION P O BOX 8538-143 PHILADELPHIA PA 19171 USA Vendor ID:
Vendor ID:	12237850404
Business Type:	Small
DUNS #:	194760385
Effective: Expires:	9/22/2003 3/8/2014

CONTACT: PATRICK GABRIEL
Phone 281-451-9083
PGABRIEL@TEKUS.COM

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers

Dealer Name	City	State	Contract Number	Hub	Contact Info
OM WORKSPACE	AUSTIN	TX	TXMAS-3-7110570-1	No	ROB BECKER 512-349-0717 robbecker@omworkspace.com
OFFICESOURCE, LTD	SAN ANTONIO	TX	TXMAS-3-7110570-2	Yes Gender=F, Ethnicity=WO	PAULA S. DEERING 210-212-7742 x202 paula@officesourceltd.com
WORKSPACE SOLUTIONS, INC.	SAN ANTONIO	TX	TXMAS-3-7110570-4	No	WILLIAM J SCHILLER 210-366-4414 bill@txworkspacesolutions.com
WORKPLACE SOLUTIONS	DALLAS	TX	TXMAS-3-7110570-9	No	BRIAN KURTH 972-354-0809 brian@wpsolutions.com
HOUSTON CONTRACT INTERIORS, INC.	HOUSTON	TX	TXMAS-3-7110570-10	No	JAY KAPLAN 713-993-9797 x106 jk@hci-usa.com
JIMENEZ CONTRACT SERVICES, LTD	HOUSTON	TX	TXMAS-3-7110570-11	Yes Gender=F, Ethnicity=WO	BLAKE BLAZEK 713-681-6407 x106 bblazek@j-c-s.com
LETOURNEAU INTEREST, INC.	HOUSTON	TX	TXMAS-3-7110570-14	No	ARTHUR KELLER 713-681-0033 x223 akeller@liifurniture.com
ANDERSON SCHOEL OFFICE INTERIORS	HARKER HEIGHTS	TX	TXMAS-3-7110570-15	No	RANDY SCHOEL 254-698-1783 RANDY@ANDERSENSCHOEL.COM
FURNITURE CONSULTANTS, INC.	DALLAS	TX	TXMAS-3-7110570-16	No	JOSANNA DIXON 859-586-4949 JOSANNA@FCIDALLAS.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 9/22/2003 through 3/8/2014 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-27F-0013V.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may

Teknion

TXMAS Home

Contract # TXMAS-3-7110570

Ordering & Pricing Info

Servicing Dealers List

Teknion Sales Reps

EXTERNAL LINKS

teknion.com

TXMAS

Teknion Authorized TXMAS Servicing Dealers

Anderson School Office Interiors
400 East Central Texas Expressway
Harker Heights TX 76548
ph: 254-698-1614
fax: 254-698-1621
Mr. Randy Schoel

Furniture Consultants, Inc.
1304 Dragon St.
Dallas TX 75207
ph: 214-748-9600
fax: 214-748-2900
Mr. Richard Barnhart

Houston Contract Interiors
2121 Sage Suite #350
Houston TX 77056
ph: 713.993.9797
fax: 713-993-9444
Mr. Jay Kaplan

JCS, Inc.
1246 Silber Rd.
Houston TX 77055
ph: 713-681-6407
fax: 713-681-8810
Mr Blake Blazek

Officesource, LTD
P.O. Box 2680
San Antonio TX 78299
ph: 210.212.7742
fax: 210.212.8845
Ms. Paula S. Deering

OM Workspace-Austin
10801 North Mopac
Breaker Point II Suite #100
Austin, TX 78758
ph: 512.349.0715
fax: 512.349.0710
Mr. Robert Lawson

OM Workspace-Dallas
3502 Regency Crest
Garland TX 75041
ph: 214.775.2577
fax: 214.775.2481
Mr. Shannon Meek

OM Workspace-Houston
6355 Clara Road Suite 100
Houston TX 77041
ph: 713.937.8600
fax: 713.937.4968
Mr. Shannon Meek

Workplace Solutions, Inc.
2651 North Harwood Suite #120
Dallas TX 75201
ph: 214-741-9667
fax: 214-741-9669
Mr. Brian Kurth



Workspace Solutions, Inc.
1901 Shipman Dr. Suite A
San Antonio TX 78219
ph: 210.366.4414
fax: 210.366.2470
Mr. William J. Schiller

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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
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	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
7/05/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/01/2011-5/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
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
8/9/2011	***Dooley Tackaberry, Inc.***	**Public Safety & Fire & House Supplies & Equipment**	**363-10**	**4/1/2011-3/31/2014**
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
7/12/2011	Farber Specialty Vehicles	Mobile Command/Emergency Management/Bio Terrorist Vehicles	300-08	9/1/2008-8/31/2011
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
8/9/2011	***Gulf Coast Paper Company***	**Custodial Supplies & Equipment**	**372-11**	**8/1/2011-7/31/2014**
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	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
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
	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
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	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
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	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
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013

	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-A1	7/2006-6/2011
	Apotheeus Pharmaceutical Corp.	Contraceptives	269-A1	7/2006-6/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
8/2/2011	***BDI Pharma, Inc.***	**Vaccines and Biologicals**	**269-A2**	**02/2012**
	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	7/2007-9-2011
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	11/2005-12/2099
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-11/2011
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	5/2006-8/2011
7/5/2011	Rally			
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2011
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-8/2011 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	7/2007/9/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 9/2011
	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 - 9/2011
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011
7/5/2011	Zams, Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 6/2011

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.	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	592 673	08/2011
7/05/2011	CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	1364 835	12/2012
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
8/9/2011	***CDW Government, Inc./Oki Data Americas, Inc.***	**Computer Equipment, Software, Components, Peripherals & Software**	**1680**	**6/7/2012**
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services	236 235	

		Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	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	
6/14/2011	CASO Document Management	Software	1429	7/7/2011-7/7/2014
	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	
7/26/2011	Econet.com	Security Services	645	2/21/2012
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
7/26/2011	Momar, Inc.	Waste Water Chemicals	333-09	12/1/2009-11/30/2012
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	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	11/18/2011-11/18/2012

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	1/25/2008-1/31/2015
3/22/2011	Copy Graphics Inc	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2001-9/30/2011
	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
8/9/2011	***Eagle Mountain Flag and Flagpole***	**Flags, Banners, Pennants, and Related Products**	**7-780160**	**8/23/2007-5/31/2012**
	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	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-5/31/2012

	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
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
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	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
8/9/2011	***Teknion dba WorkSpace Solutions, Inc.***	**Office Furniture**	**3-7110570-4**	**9/22/03-3/8/2014**
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	11-23V070	07/16/2011-05/31/2012
	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	8/26/2002-2/28/2014
	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	5/31/2004-8/31/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	5/31/2004-8/31/2011

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	6/26/2006-9/30/2011
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
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011

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
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	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
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
	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
6/29/2010	Galls/Aramark		GS-07F-0157M	
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	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
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
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

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	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 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



< Return to search results < Return to Main Search

Oki Data Americas, Inc.

URL Vendor Website
Vendor ID 1223630684600
HUB Type Non HUB

Oki Data Americas, Inc.
Contact Sharon Dickerson
Phone 856-222-7321
Fax 856-222-5121

DIR Contract Number DIR-SDD-1680
Contract Term End Date 6/7/2012
Contract Exp Date 6/7/2015

DIR
Contact Sergio Upton
Phone (512) 936-3101
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the Oki Data Americas, Inc. website or contact Sharon Dickerson at 856-222-7321. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to Oki Data Americas, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-SDD-1680** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-1680

Standard Terms and Conditions PDF - 292 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 381 KB | Updated 06/14/2011
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 56 KB | Updated 06/14/2011
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

< No thanks, return to search

Available Brands

Oki Data

Available Products & Services

Maintenance - Printers Copiers Scanners - MFP
Multifunction
Printers
Printers Copiers Scanners - MFP - Peripherals
Printers Copiers Scanners - MFP - Supplies

Additional Contract Information

There are no additional documents associated with this contract

Reseller Vendor Contacts

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
ATC Business Solutions	1741955176100	Woman Owned	Stafford O'Neal	Phone: (512) 454-2688 Fax: 512-454-2692	116 E. Huntland Drive Austin, TX 78752
Austin Ribbon & Computer Supplies, Inc.	1742339797900	Woman Owned	Ryan Grant	Phone: (512) 681-6200 Fax: 512-452-0691	9211 Waterford Centre Blvd, Suite 202 Austin, TX 78758
CDW Government, LLC	1364230110800	Non HUB	John Johnsen	Phone: (312) 705-0909 Fax: (312) 705-9492	230 North Milwaukee Avenue Vernon Hills, IL 60061
County Image Solutions, Inc	1260456207900	Woman Owned	Loretta Lewis Offut	Phone: (800) 875-8893 Fax: (817) 910-9572	3026 Fall Creek Hwy Granbury, TX 76049
				Phone: (800) 800-0019	706 Milford Rd

AI-27889 **11. B.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #11323868 in the amount of $6,982.68, from L & G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation," C-11-054-04-12

BACKGROUND

PO#658778

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

Amount available through PO#658778 in the amount of $11,637.80 as of 8/5/11 for L&G Consulting Engineers, Inc.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:08 PM
Rosalinda Cantu	Angela Garcia	08/04/2011 09:22 AM
Purchasing Department	Marty Salazar	08/04/2011 11:36 AM
Auditor's Office	Angela Garcia	08/04/2011 02:06 PM
Rosalinda Cantu	Rosie Cantu	08/05/2011 01:49 PM

Form Started By: Rocio Villarreal Started On: 08/03/2011 04:38 PM

Final Approval Date: 08/05/2011

L&G Engineering
Transportation Consultants

August 1, 2011

Hidalgo County
Budget Office
Attn: Sergio Cruz
2818 S. Bus. Hwy 281
Edinburg, TX 78539

RE: PROGRESS REPORT
On-call Services for the HCMPO and HCRMA and Traffic Studies –
Work Authorization No. 1 Contract #C-11-054-04-12

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of July 2011. This invoice covers the basic fee associated for attending Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings, and the Hidalgo County Regional Mobility Authority (HCRMA) meeting(s). The following tasks were accomplished this month.

- July 2011 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO Technical Committee agenda. Anthony Garza attended the meeting and the sign in sheet is attached.

- July 2011 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO Policy Committee agenda and packet, provided the attached recommendations and information to Commissioner Joe Flores. Jacinto Garza and Anthony Garza attended the meeting and the sign in sheet is attached.

- July 2011 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda(s) and attended the meeting(s). The agenda(s), progress report, and sign in sheet(s) are attached.

Attached are the narrative reports provided to Commissioner Joe Flores for the HCMPO Policy and RMA meetings. These recommendations are also sent to the County Judge and remaining commissioners.

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO / President

Attachments

2011 JUL 25 PM 2 11
BUDGET OFFICE
HIDALGO COUNTY

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323868
INVOICE DATE: 07/31/11

BILL TO:
Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 110101
HCMPO - On Call Eng Services
Contract#C-11-054-04-12
2818 S. Bus Hwy 281
Edinburg, TX 78539

Engineering services for the month of July 2011.

HCMPO POLICY MTG			
July 2011 Meeting	1.00	2327.560	2,327.56
	HCMPO POLICY MTG TOTAL:		2,327.56
HCMPO TECH MEETING			
July 2011 Meeting	1.00	2327.560	2,327.56
	HCMPO TECH MEETING TOTAL:		2,327.56
HCRMA STATUS & PROG			
July 2011 Meeting	1.00	2327.560	2,327.56
	HCRMA STATUS & PROG TOTAL:		2,327.56
		TOTAL	6,982.68

Project Manager's Signature

AGENDA

Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.
Tuesday, July 5 2011
@ 1:30 PM

1)	Roll Call		Chairman
2)	Approval of Minutes of June 07, 2011	(ACTION ITEM)	MPO Staff
3)	Cost Over-Run Project(s) (If Needed)	(ACTION ITEM)	TxDOT
4)	Discussion & Approval of TIP/MTP Amendment	(ACTION ITEM)	MPO Staff
5)	Discussion of Steer it/Clear It Program	(DISCUSSION ITEM)	MPO Staff
6)	Discussion of Possible "No Truck in Left Lane" Feasibility	(DISCUSSION ITEM)	MPO Staff
7)	Discussion of TPC Voting Structure based upon 2010 Census	(DISCUSSION ITEM)	MPO Staff
8)	Discussion of Multimodal Subcommittee	(DISCUSSION ITEM)	MPO Staff
9)	Monthly Letting Update	(DISCUSSION ITEM)	TxDOT
10)	Staff Report	(UPDATE / DISCUSSION / ACTION ITEM)	MPO Staff

A. Calendar: July & August 2011
B. Legislative / RTAP Update
C. HCMPO Budget Report

11)	HCRMA Update	(UPDATE)	HCRMA
12)	Valley Metro	(UPDATE)	VALLEY METRO
13)	Metro	(UPDATE)	METRO
14)	Hidalgo County Commuter Rail District	(UPDATE)	HCCRD
15)	Old or New Business	(UPDATE / DISCUSSION / ACTION ITEM)	Chairman
16)	Adjournment		

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting –Tuesday, July 05, 2011

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Anthony Garza	CTG, HC			
2.	RENE SAENZ	PHARR P/W			Rene.Saenz@pharr-tx.gov
3.	Jim Edge	HCCRA			
4.	Joe A. Calixto	city of Weslaco			
5.	Ramiro Gutierrez	RGFC			
6.	Jose Tamez	MTB	5374031		
7.	Homer Bezan	TxDOT	702-6214		
8.	Raymond G. Sanchez	TxDOT	702-6232		
9.	Luis Guajardo	LRGVDC			
10.	Juan Lopez	City of Edin.	388-8202		
11.	Fernando Martinez	" " "	388-8211		
12.	Ricardo Rodriguez	City of Alton			
13.	RICK ALVAREZ	HCJO's	565-3730		
14.	Ed Taylor	Mission	681-1250		
15.	Michelle Leftwich	Mercedes	565-3114 x123		

AGENDA

Hidalgo County Metropolitan Planning Organization
Policy Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
July 21, 2011
@ 5:30 PM

TAB I ROLL CALL

TAB II CITIZEN'S INPUT

TAB III PRESENTATIONS / ACTION / DISCUSSION ITEM(S)

A. Approval of Minutes from June 16, 2011	(ACTION ITEM)	CHAIRMAN
B. Discussion & Adoption of TIP/MTP Amendment	(ACTION ITEM)	MPO STAFF
C. Discussion of Steer it/Clear it Program	(DISCUSSION ITEM)	MPO STAFF
D. Discussion & Update on "No Truck in Left Lane"	(DISCUSSION ITEM)	MPO Staff/ TxDOT
E. Discussion on Voting Structure Based on 2010 Census	(DISCUSSION ITEM)	MPO Staff
F. Monthly Letting Update	(DISCUSSION ITEM)	TxDOT

TAB IV STAFF REPORT (UPDATE / DISCUSSION / ACTION ITEM) MPO STAFF

A. Calendar: July & August 2011
B. Legislative / RTAP Update
C. HCMPO Budget Report
D. Pass-Thru Update

TAB V OFF SYSTEM REPORT	(UPDATE)	PROJECT ENGINEERS
TAB VI TxDOT CONSTRUCTION REPORT	(UPDATE)	TxDOT
TAB VII HIDALGO COUNTY RMA	(UPDATE)	HCRMA
TAB VIII HIDALGO COUNTY COMMUTER RAIL DISTRICT	(UPDATE)	HCCRD
TAB IX VALLEY METRO	(UPDATE)	VALLEY METRO
TAB X METRO	(UPDATE)	METRO
TAB XI OLD OR NEW BUSINESS	(UPDATE / DISCUSSION / ACTION ITEM)	CHAIRMAN

TAB XII ADJOURNMENT

Hidalgo County MPO

Transportation Policy Committee Meeting

July 21, 2011

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Oscar Ramirez	City of Donna	956 464 3314		cityofdonna city manager@gmail.com
2.	Anthony Gail				
3.	Joe. m. Flores	Pct #3	956-605-4200		
4.	Tom Logan	LRGVDC-Valley Metro			
5.	Julio Cerda	Mission	580-8662		
6.	Sam Maldonado	Sames	702-9880		
7.	Henry Munoz	Mercedes			
8.	Fernando Montoya		206-841-3		
9.	Jesse Salinas	TEDSI	424-7898		
10.	Jorge Arcante	Alton	432-0760		
11.	MICHAEL CANO	Hid Co. RMA			
12.	Ramiro Garza	City of Edinburg	388-8207		rgarza@cityofedinburg.com
13.	Guillermo Ramirez	City of Hidalgo	655-3423		memonex@hotmail.com
14.	Carlos Contreras	C&M	9725229373		ccontreras@cardm-associates.com
15.					

L&G Engineering
Transportation Consultants

MEMO

To: Hidalgo Co. Comm. Pct. #3, Joe Flores

From: Jacinto Garza, P.E.

Date: July 21, 2011

RE: Hidalgo County Metropolitan Planning Organization (HCMPO) Policy Committee Meeting, July 21, 2011 at 5:30 p.m. – Action Items and Recommendations

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO, attached for your use and information, is the Policy Committee Meeting Agenda and Packet for the upcoming meeting to be held on Thursday, July 21, 2011 at 5:30 p.m.
We have reviewed the agenda items that are to be discussed and we would like to advise you that the following item(s) require your attention. We are therefore giving you our recommendations.

TAB III PRESENTATIONS / ACTION / DISCUSSION ITEM(S)

B. Discussion & Adoption of TIP/MTP Amendment **(ACTION ITEM)** **MPO STAFF**

TECHNICAL INFORMATION:

Vital county projects that are fully funded in the TIP/MTP as a result of the additional Proposition 12 and Category 7 funding are:

- Nolana Road from "I" Road to FM 1426
- BUS 83 (from FM 491 to the county line)
- US 281 to interstate standards (from FM 2812 to FM 490)
- FM 88 (from Mile 16 to SH 107).
- US 83 overpass at BUS 83 and Inspiration Road
- La Joya Bypass (Phase I)

The current TIP/MTP Draft Amendment also includes $19 million in Category 7 funding for the La Joya Bypass Project. Additional monies from the 1st round of Prop 12 and Fund 6 are expected to be available to the MPO before the end of the year to replace the $1 million and have the potential to fund additional projects as well.

WE RECOMMEND:

Approval of the TIP/MTP Amendment with the contingency that if additional funds become available, adjustments be made to place the $1 million in Category 7 funding back on the La Joya Bypass for a total of $20 Million.

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

C. Discussion of Steer it/Clear it Program **(DISCUSSION ITEM) MPO STAFF**

TECHNICAL INFORMATION:

The MPO staff has been coordinating with TxDOT to look at the benefits of implementing a Steer it / Clear it program along the US 83 Expressway and US 281. This program utilizes existing laws that require motorists involved in non injury accidents to move their vehicles from the roadway after an accident to allow traffic to flow along these roadways. Failure to do so could result in a citation.

D. Discussion & Update on "No Truck in Left Lane" **(DISCUSSION ITEM) MPO Staff/ TxDOT**

TECHNICAL INFORMATION:

The MPO staff has been coordinating with the TxDOT to implement this program. The proposed plan would restrict heavy trucks from using the left lane for travel, unless passing another vehicle. The restriction could only be placed on roadways with 3 or more lanes in each direction. Data indicates that safety would be the major improvement as a result of the restriction. Minor improvements in traffic flow would also result.

E. Discussion on Voting Structure Based on 2010 Census **(DISCUSSION ITEM) MPO Staff**

TECHNICAL INFORMATION:

Currently the HCMPO uses a weighted voting system. As per the bylaws the votes were updated to reflect the 2010 Census data (attached).

The county is now the largest entity in the MPO by population and has 9 votes.

cc: Hidalgo County Judge, Ramon Garcia
Hidalgo Co. Comm. Pct. #1, Joel Quintanilla
Hidalgo Co. Comm. Pct. #2, Hector "Tito" Palacios
Hidalgo Co. Comm. Pct. #4, Joseph Palacios

AGENDA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING

5:30 PM, TUESDAY, JULY 19, 2011

LRGVDC TRANSPORTATION CENTER

510 S. PLEASANTVIEW DRIVE

WESLACO, TEXAS

PRESIDING: DENNIS BURLESON, CHAIRMAN

---

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

2. PUBLIC COMMENT

3. GENERAL BUSINESS ITEMS:
   A. Consideration and Approval of Minutes for 6/14 and 6/27
   B. Consideration and Approval of Expense Report for July 2011
   C. Consideration and Approval of Financial Reports – Cheryl Bellamy, SAS, LLP.
   D. Discussion on relocation of HCRMA Office

4. PRESENTATION OF REPORTS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION
   The Honorable Juan Hinojosa, Texas State Senate; Mario Jorge, Texas Department of Transportation; Andrew Canon, Hidalgo MPO; Godfrey Garza, Jr., Administrative and Management Consultant; Troy Madres, First Southwest
   A. Discussion on La Joya Relief Route:
      - Funding Possibilities
        - Pass-through Finance Report
        - Category 7
        - Proposition 12
        - TRZ / SIB Loan
        - Toll Revenue Bonds
      - Hidalgo County MPO Action
        - Primacy/Local Option for Project
        - Funding
      - Letter to County Judge and MPO Policy Board on developing La Joya Relief Route Project
      - Agreement with County
      - Development Expenses (for La Joya Relief Route and Trade Corridor Connector)

5. Chairman's Report – Dennis Burleson
   A. Tiger Grant III

6. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE:
   A. Section 551.071. Consultation with Attorney
   B. Section 551.072. Deliberation Regarding Real Property
   C. Section 551.074. Personnel Matters

Agenda items may be considered, deliberated and/or acted upon in a different order than numbered above. The Board of Directors of the Hidalgo County Regional Mobility Authority (HCRMA) reserves the right to adjourn into Executive (Closed) Session at any time during the course of this meeting to discuss any of the items listed on this agenda as authorized by the Texas Open Meetings Act. No final action will be taken in Executive Session.

AGENDA

PUBLIC INPUT POLICY

Public Input Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies."

L&G Engineering
Transportation Consultants

MEMO

To: Hidalgo County Judge, Ramon Garcia

From: Jacinto Garza, P.E.

Date: July 20, 2011

RE: Hidalgo County Regional Mobility Authority (HCRMA) Meeting, July 19, 2011 at 5:30 p.m. – Progress Report

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO attached for your use and information, is the HCRMA Meeting Agenda for the meeting held on Tuesday July 19, 2011 at 5:30 p.m. We have reviewed the agenda items that were discussed as they relate to Hidalgo County and we provide the following progress report.

3. GENERAL BUSINESS ITEMS:

D. Discussion on relocation of HCRMA Office

The RMA agreed to continue coordinating with the City of Pharr to relocate the RMA offices.

4. PRESENTATION OF REPORTS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION

A. Discussion on La Joya Relief Route:

Funding Possibilities
Letter to County Judge and MPO Policy Board on developing La Joya Relief Route Project
Agreement with County
Development Expenses (for La Joya Relief Route and Trade Corridor Connector)

Andrew Canon from the HCMPO and Mario Jorge from TxDOT presented the current funding situation regarding the La Joya Bypass as presented to Commissioners Court on July 19, 2011.

The RMA discussed the details and agreed to prepare a letter to the County Judge and MPO to move forward in jointly developing the La Joya Bypass.

If you have any additional questions or concerns regarding an item that was not addressed, please advise.

cc: Hidalgo Co. Comm. Pct. #1, Joel Quintanilla
Hidalgo Co. Comm. Pct. #2, Hector "Tito" Palacios
Hidalgo Co. Comm. Pct. #3, Joe Flores
Hidalgo Co. Comm. Pct. #4, Joseph Palacios

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

BOARD MEETING

TUESDAY, JULY 19, 2011

LRGVDC TRANSPORTATION CENTER

510 S. PLEASANTVIEW DRIVE

Weslaco, Texas

PLEASE PRINT

	NAME	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Joey Trevino	HALFF	664-0296	
2	Craig Jones	Banner	687-3677	
3	Mark Iglesias	SAM	924.5024	
4	Daniel Garces	SSB	926-3005	
5	Guadalupe Hernandez	OLS	422-6277	
6	Jose Frias	HC	821-4755	
7	Jesse Salinas	TEPSI	424-7898	
8	GEORGE RAMOS	TEPSI	607-8328	
9	Mario R. Jorge	TxDot	702-6101	
10	Jose Tan		537-4057	
11	Norma Y. Garza	TxDOT	702-6180	
12	K.U. CHOWDARY	KVS FAMILY LTD PRTR	655-0153	
13	Sohrab Patel	HCMPO	607-1081	
14	Tony Aguilera	Alamo Ass	867-0035	
15	Oliver Salgado	L&G Engineers	205-8052	
16	Anthony Garza	L&G		
17	Ramiro Gutierrez	R. Gutierrez Engr. Corp	782-2557	
18	Rick Alvarez	HCJD	655-3736	
19	Jim Barnes	OWLS		
20				
21				
22				

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

BOARD MEETING

Wednesday July 27, 2011

LRGVDC TRANSPORTATION CENTER

510 S. PLEASANTVIEW DRIVE

Weslaco, Texas

PLEASE PRINT

	NAME	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Jim Barnes	OWLS	592 6962	
2	Ernest Y Garcia	DOS	447-6255	
3	Anthony Lewis	LTG		
4	Sanchez Jose. A	TEDSI	424-7698	
5	Louis Jones	DEL	956 682 3601	
6	JUAN CASTILLO	DOS LAND SURVEY	956.	
7	Steven Austin	HDR	512-912-5100	
8	Robert Saenz	Wolff		rsaenz@halff.com
9	Trey Murray	"	956 664-0286	
10	Bill Lewis	"	956 664-0286	blewis@halff.com
11	BEN MACIAS	"	956 664-0286	bmacias@halff.com
12	RAMOLA	HALFF	956 664-0286	
13	MARTIN VILA, PE	RobertKistner	956 682 5332	mvila@rkci.com
14	Hugo Gonzalez	Dos Laredos	968-8802	
15	Tony Gomez	Aranda Ass	867-0033	
16	Jose Munoz	RMES	565-4637	
17	Kristina Hernandez Lad	HalffAssociates	956 664-0286	Khernandez@halff.com
18	Jose G. Reyes	GLMES	565-4637	JREYES@GMES.BIZ
19	Ramiro E. Salazar	TEDSI	956/686-4204	
20	Laura Warren	The Warren Group.	352-994-1400	
21	Joey Trevino	HALFF	956-664-0286	
22				

AI-27893 **11. C.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Martha Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting authority to exercise the additional sixty (60) day grace period extension as provided under current contract for: Lease of Space WIC-Clinic in City of McAllen for the Hidalgo County WIC Program, under the same rates, terms, and conditions with A&J Martinez, LP. C-07-120-07-24 so as to have no laspe in lease while procurment process is completed;

2. Requesting authority to advertise a request for bids for project titled:Lease of Space WIC-Clinic in City of McAllen with approval of procurement packet (legal notices, specifications, requirements, form of agreement, etc.) attached herein including authority to re-advertise in the event no bids received.

BACKGROUND

Current Insurance is being requested, and will attach to agenda once recieved.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-1-441

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

BUDGETARY IMPACT:

Amount available through PO#647532 which will be increased by Mague at the WIC dept on 8/5/11 in the amount of $2,800.60.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Funds available through PO#650320 in the amount of 18,800.08 as of 8/5/11.

Attachments

Extension Letter

Current Contract

Procurement Packet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/04/2011 08:01 AM
Erika Zamora	Angela Garcia	08/04/2011 09:04 AM

Purchasing Department	Marty Salazar	08/04/2011 03:30 PM
Auditor's Office	Angela Garcia	08/04/2011 03:39 PM
Erika Zamora	Erika Zamora	08/05/2011 08:41 AM
Erika Zamora	Erika Zamora	08/05/2011 03:19 PM

Form Started By: Rocio Villarreal Started On: 08/03/2011 05:09 PM

Final Approval Date: 08/05/2011

PURCHASING DEPARTMENT
County Of Hidalgo

A&J Martinez, LP
Agustin Martinez, MD
3001 North 23rd Street, Ste. 8
McAllen, Texas 78503

Via Facsimile (956) 380-3715

Re: C-07-120-07-24
Lease of Office Space-City of McAllen for the WIC Program

Dear Dr. Martinez:

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 August 9, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, August 5, 2011,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

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,

Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department

EXHIBIT "A"

HIDALGO COUNTY - WIC PROGRAM
"LEASE OF OFFICE SPACE - McALLEN #3 WIC CLINIC"

Bid No.: 07-120-07-11CGV

Instructions to bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

SPECIFICATIONS

3. Said office space shall have the designated rooms or areas for conducting the following functions:

    - Reception area, Nutrition Education, Counseling room, Issuance of food cards via computers, lab and Immunization area, lactation room, lounge area and two (2) storage rooms.

2. Said office space should be located in a major thoroughfare in the north side of the City of McAllen, Texas., within the location of North 23rd Street, [Parameters: North 23rd; past Harvey Drive, to Trenton Rd.] also North Ware Rd., past Nolana up to 4 Mile Line; and on Nolana between North Ware Road vicinity to Bicentennial Ave;

3. Building shall consist of a minimum of 2,000 square feet to a maximum of 3,000 square feet of available floor space to perform WIC services;

4. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations;

5. Building premises shall have public handicapped accessible restroom facilities for both men and women. Separate restroom facilities for employees;

6. The public parking lot shall consist of at least thirty (30) parking spaces available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building. Building access must comply with American Disability Act Parking Requirements;

7. Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pick up;

8. Building shall be free from rodents & insects prior to occupancy by the WIC Program staff. Lessor will be responsible and at Lessor's expense for pest control throughout term of this contract/lease;

9. The floor plans of the building will be constructed according to the Program Director. If present building needs renovation; the renovation work will be made by Lessor and at Lessor's cost;

10. Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, central air & heating maintenance , also by keeping entire Building free of mold at all times;

11. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid and execution of contract or the award will become void/null;

12. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

REQUIREMENTS AND/OR TERMS & CONDITIONS

13. The awarded bidder shall adhere to the following insurance requirements:

- Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

- Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: **Insurance Requirements: See Exhibit "C" attached**. Plus also insure building for fire, accident and natural disaster;

- The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

2. Bidder must charge by the square foot for the rental space;

3. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract;

4. Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation**.**

5. Building shall be in good working condition and be handicap accessible to provide services to all clients. The building shall also be safe from rodents and insects prior to occupancy by the Hidalgo County WIC Program staff;

6. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract;

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease 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;

8. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building;

9. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action;

10. Provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

Term:

1. The initial term of contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause;

2. Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation**.**

3. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;

Additional Information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 100 East Cano, 4th Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, Wednesday, **June 27, 2007**, at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, **June 29, 2007.**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-07-120-07-24

THIS LEASE is made and entered into by and between **A & J Martinez, L.P.**, a Texas Limited Partnership referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on **September 1, 2007** ("Commencement Date") and ending on **September 1 2010** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for

an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor sixty (60) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises

during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rent in the sum of **$2800.60** per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 3001 N. 23rd McAllen, Texas 78504 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs tot he foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs with sixty (60) days following

written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises

caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of

the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within

fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (3) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease ter, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this

Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, lessee may elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each

other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
A & J Martinez, L.P.
Attn: Augustine Martinez
3001 N. 23rd, Ste #1
McAllen, Texas 78504

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State

of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the ___ day of _____,

2007

LESSOR: A & J. Martinez,L.P.

By: _____

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

LESSEE:

_____
Juan D. Salinas, III, County Judge

Approved on Commissioners' Court July 24, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

EXHIBIT "A"

LEGAL DESCRIPTION
C-07-120-07-24

Unit 3 of Daffadil Medical Plaza Condos in Volume 2286, Page 69 official records of Hidalgo County, Texas

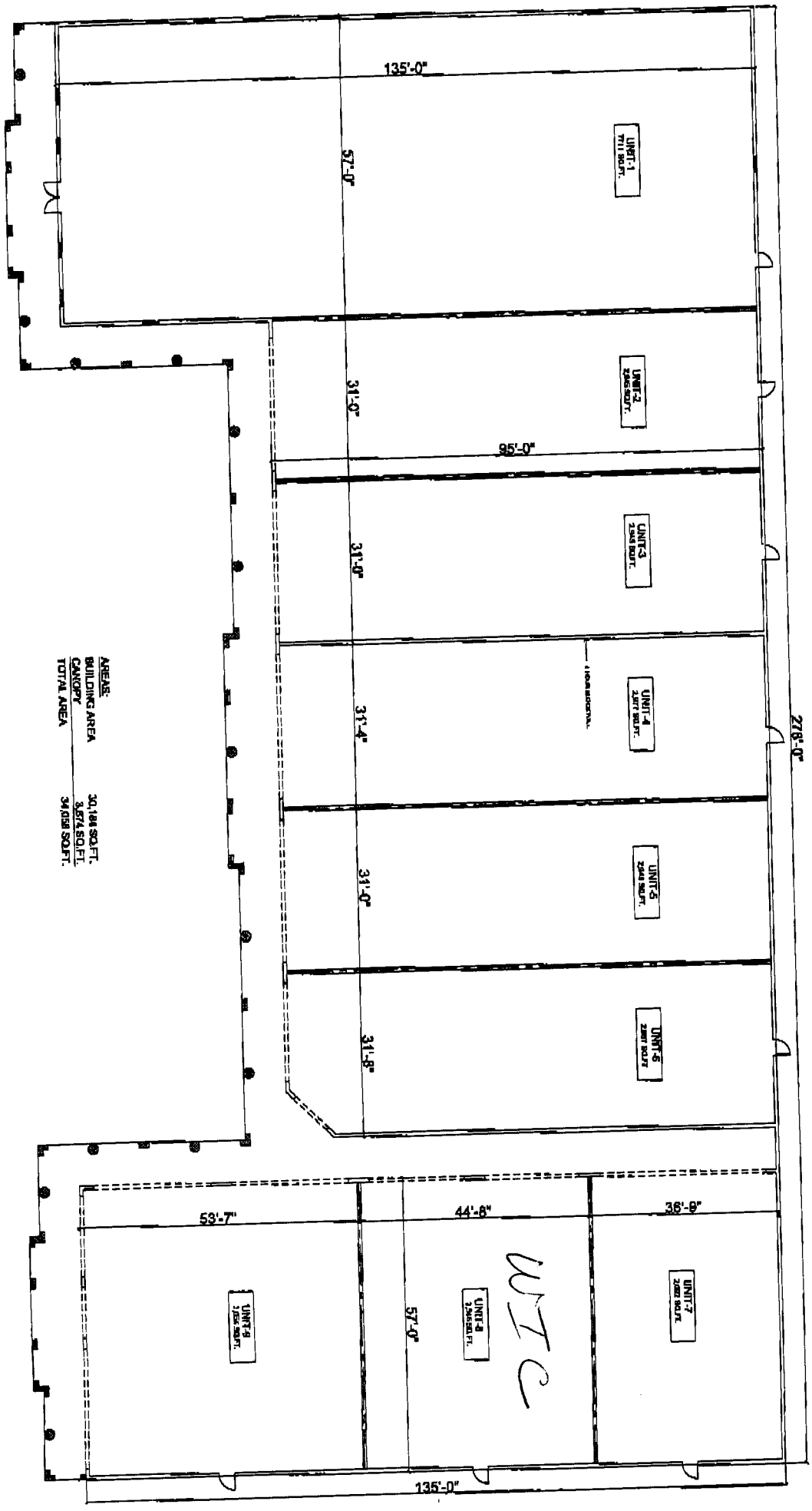

135'-0"
57'-0"
UNIT-1
711 SQ.FT.
31'-0"
UNIT-2
2345 SQ.FT.
95'-0"
31'-0"
UNIT-3
2345 SQ.FT.
31'-4"
UNIT-4
2,877 SQ.FT.
31'-0"
UNIT-5
2345 SQ.FT.
31'-8"
UNIT-6
2,897 SQ.FT.
278'-0"
AREAS:
BUILDING AREA 30,184 SQ.FT.
CANOPY 3,574 SQ.FT.
TOTAL AREA 34,058 SQ.FT.
53'-7"
44'-8"
36'-8"
UNIT-9
1,754 SQ.FT.
57'-0"
UNIT-8
2,345 SQ.FT.
UNIT-7
2,883 SQ.FT.
135'-0"

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY - WIC PROGRAM
"LEASE OF OFFICE SPACE - McALLEN #3 WIC CLINIC"

Bid No.: 07-120-07-11CGV

BID PAGE

BID PRICE PER SQUARE FOOT: $ 1.10

TOTAL MONTHLY BID PRICE: $ 2800.60

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: 2546

PHYSICAL LOCATION OF PROPOSED BUILDING: 3001 North 23rd Ste #8 McAllen Tx 78503

Term:
The initial term of contract/lease is for a period of three (3) years with the County's option to renew for an additional one (1) year under the same rates, terms and conditions.

PARTICIPATING BIDDER'S INFORMATION

COMPANY/BIDDER'S NAME: A + J MARTINEZ, LP

ADDRESS: 3001 North 23rd Street Ste #8

CITY/STATE/ZIP CODE: Mcallen Tx 78503

PHONE NUMBER: 956 380 3441

FAX No: 956 380 3715 **CELLULAR No:** 956 821-8789

AUTHORIZED SIGNATURE: Authorized

PRINTED NAME: Agustin Martinez, MD

TITLE: president - General Partner

RECEIVED
JUL 11 2007
PURCHASING DEPT.

EXHIBIT "C"
INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/18/2007

PRODUCER
MOSELEY INSURANCE
2409-A E Griffin Pkwy
Mission, TX 78572
(956) 585-0587

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
MARTINEZ, AUGUSTIN
EDINBURG OB/GYN
910 S. CLOSNER
EDINBURG, TX 78539-5658
(956) 380-3441 Edinb

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: FARMERS INS GROUP	
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. 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	
		GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
		XX COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
		CLAIMSMADE [X] OCCUR	07592 70 78	08/12/07	08/12/08	MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
						AUTO ONLY - EA ACCIDENT	$
		GARAGE LIABILITY				OTHER THAN AUTO ONLY: EA ACC	$
		ANY AUTO				AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMSMADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

3001 N 23RD ST, SUITE 8, MCALLEM, TX, 78501 Northwest Corner of 23rd & Daffodil, McAllen, Texas

2.43 Acres of land out of lot 121, La Lomita Subdivision, Hidalgo County. Unit 8

CERTIFICATE HOLDER

COUNTY OF HIDALGO
ATT:MARY MALDONADO
100 E CANO
EDINBURG, TX 78539

Fax 381-0017

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

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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: Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Margarita Gonzalez, Admin. Assist. II via email: magie.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: July 29, 2011

RE: Approval or Disapproval of Specifications for: – Hidalgo WIC Program-"LEASE OFFICE SPACE-CITY OF MCALLEN"
Bid No. 2011-212-00-00-SGS

Please review the CURRENT 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# 4860.

APPROVE	DISAPPROVE
APPROVE WITH MODIFICATIONS	✓ No natural gas needed

Funds Availability: ✓ YES / _____ NO/ _____

Other (Specify) _____

Budget Account No.: 1-1292-441-00-350001-1-4011

SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Norma Longoria	WIC	8/1/11

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday AUGUST 02, 2011 @ 10:00 A.M.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-CITY OF McAllen"
RFB NO.: 2011-212-00-00-SGS

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services: Building should be in good working condition to provide as follows:

1. Said office space should be located in a major thoroughfare in the north side of the City of McAllen, Texas, within the location of North 23rd Street.
   Parameters: North 23rd, past Harvey Drive to Trenton Rd., also North Ware Rd. past Nolana up to 4 Mile Line and on Nolana between North Ware Road in the vicinity to Bicentennial Ave.

2. Said office space shall have the designated rooms or areas for conducting the following functions:

   Reception area, Nutrition Education, Counseling room, Issuance of food cards via computes, lab and Immunization area, lactation room, lounge area and two (2) storage rooms.

3. Must provide a minimum of 2, 000 square feet to a maximum of 3,000 square feet of available floor space to perform WIC Services.

4. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

5. Building must have handicapped accessible bathroom facilities for both men and women and separate bathroom facilities for employees.

6. Parking area should have thirty (30) paved parking spaces and have at least two (2) designated Handicap parking spaces, with ramp access available from such spaces to the building.

7. Bid premises must have water, sewer, natural gas and electricity, including garbage pickup.

8. The Bid premises shall have a central cooling and heating system throughout the entire building. Maintenance of the air/heating system, electrical and keeping the entire building mold free at all times, will be the responsibility of the Lessor

9. Floors should have commercial tile, no carpeting. The lessor shall be responsible for floor maintenance.

10. Building shall be free from rodents and insects prior to occupancy by the WIC Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract.

11. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local, and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.

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EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-CITY OF McAllen"
RFB NO.: 2011-212-08-31-SGS

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services: Building should be in good working condition to provide as follows:

1. Said office space should be located in a major thoroughfare in the north side of the City of McAllen, Texas, within the location of North 23rd Street.
   Parameters: North 23rd, past Harvey Drive to Trenton Rd., also North Ware Rd. past Nolana up to 4 Mile Line and on Nolana between North Ware Road in the vicinity to Bicentennial Ave.

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Requirements:

1. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster, Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**.

2. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by lessor and at lessor's cost and to be completed at least 45 days from the date of award;

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, and ninety (90) days from the date of awarding bid or the award will become void/null.

4. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

5. If renovations or additions are made to an existing building, The Lessor must provide documented proof the building is free of asbestos. (If Applicable)

6. Bidder must charge by the square foot for the rental space.

7. Provide the **legal description** of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

8. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID numbe**r. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.

9. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

Terms and Conditions:

1. Term of contract shall be for a period of **Three** (3) years with the County's option to renew contract for **One** (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(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.

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5. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7. 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 valuable to Hidalgo County.

8. Any contract awarded to a successful bidder will be in effect until
(a) the contract expires
(b) delivery and acceptance of products and/or performance of service ordered, or
(c) terminated by County with thirty (30) day's written notice prior to cancellation.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

Additional Information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us, by no later than, *WEDNESDAY AUGUST 24, 2011* by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than ., *FRIDAY, AUGUST 26, 2011*,by 5:00 P.M.

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Bid No: 2011-212-08-31	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OFFICE SPACE-CITY OF McALLEN"

BID OPENING DATE:

AUGUST 31, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM- LEASE OFFICE SPACE-CITY OF McALLEN"** 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-2011-212-08-31-SGS-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF McALLEN "**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 31, 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"RFB-2011-212-08-31-SGS-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF McALLEN". 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. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

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 otheir Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. **Invoices must include:**

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation – **"HIDALGO COUNTY WIC PROGRAM –LEASE OFFICE SPACE-CITY OF McALLEN"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) – 381-4646

17. **Schedule of Events**

Bid Opening, 9:30 AM	**AUGUST 31, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- 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 judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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.

For

HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-CITY OF McALLEN"
BID NO.: 2011-212-08-31-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-11-212-00-00

THIS LEASE is made and entered into by and between _____, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease and in accordance with specification on the Request for Bid (RFB), a copy of such Request for Bid (RFB) Procurement Packet attached hereto as Exhibits "A" (the "RFB"), and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", (Bid Page), attached hereto.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on _____, **2011** (as hereinafter defined) and ending on _____, **2014** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year terms, under the same rates, terms and conditions. Hidalgo County

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reserves the right to extend this agreement for an additional sixty (60) days grace period at the end of the contract term (subject to the same terms, and conditions) for unforeseen delay in award of new bid for next contract term. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

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Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____ and no/100ths ($_____) per month forth. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

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Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the

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Leased Premises, except that Lessee shall make those repairs occasioned by Lessee=s negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

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(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee=s notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations,

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additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until

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repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

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Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

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10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation,

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Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as

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Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

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ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

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Lessor:

Lessee:

County of Hidalgo

Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and

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supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

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Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of , 2011.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

By:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

Stephen L. Crain

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

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AI-27903 **11. D.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for Invoice Payment #11323861 in the amount of $9,950.00 through Work Authorization #1-PO#617489 under Contract #C-08-417-12-09 with L&G Engineers, Inc. for the provision of Engineering Services for the month of July, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-121-053-0-841

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

BUDGETARY IMPACT:

PO #617489 L & G Consulting Engineers, Inc.-Amount available as of 8-5-11 $138,000.00.

Attachments

Invoice Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/04/2011 11:52 AM
Budget & Management	Merlen P. Munoz	08/04/2011 12:59 PM
Ivan Cantu	Ivan Cantu	08/05/2011 08:26 AM
Auditor's Office	Arcilia Duran	08/05/2011 03:13 PM

Form Started By: Vangie Garcia Started On: 08/04/2011 10:35 AM

Final Approval Date: 08/05/2011

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Thursday, August 04, 2011 9:15 AM
To: evangelina.garcia@co.hidalgo.tx.us
Subject: Agenda Item Request
Attachments: L & G Inv#11323861 FM 493 South po 617489.pdf

Please place this invoice on the next CC meeting for approval for payment.

Thanks

Noe Montez, CPM
Director Of Management Support
1902 Joe Stephens Ave
Weslaco, Tx 78596

This e-mail and its attachments are intended only for the use of the individual or entity who is the intended recipient and may contain information that is privileged, confidential and exempt from disclosure or any type of use under applicable law. If the reader of this e-mail is not the intended recipient, or the employee, agent or representative responsible for delivering the e-mail to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this e-mail is strictly prohibited. If you have received this e-mail in error, please reply immediately to the sender and delete.

C & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323861
INVOICE DATE: 07/31/11

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 090201
FM 493 South WA#1
PO# 617489

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2011.						
11006-Design Schem	254,000.00	254,000.00		254,000.00	100.0	
12001-EA Reports	60,000.00	57,000.00		57,000.00	95.0	3,000.00
12002-Pub Involvment	10,000.00	10,000.00		10,000.00	100.0	
12040-Cul Resc/Sub	20,000.00	20,000.00		20,000.00	100.0	
13002-Owner Data/Cor	35,000.00	35,000.00		35,000.00	100.0	
15011-Field Sur/Sub	150,000.00	150,000.00		150,000.00	100.0	
16001-Rdwy Dsgn	401,000.00	320,800.00		320,800.00	80.0	80,200.00
16104-Outfall Design	67,000.00	53,600.00	3,350.00	56,950.00	85.0	10,050.00
16302-Traf Cntrl Pln	30,000.00	24,000.00	1,500.00	25,500.00	85.0	4,500.00
16304-Irrigation	32,000.00	25,600.00	1,600.00	27,200.00	85.0	4,800.00
16306-Qty Specs	30,000.00	24,000.00	1,500.00	25,500.00	85.0	4,500.00
16307-Utilities	40,000.00	32,000.00	2,000.00	34,000.00	85.0	6,000.00
3200-Const. Mgnmt	15,000.00				0.0	15,000.00
TOTALS:	1,144,000.00	1,006,000.00	9,950.00	1,015,950.00	88.8	128,050.00

ORIGINAL CONTRACT SUM	$	1,144,000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,144,000.00
TOTAL COMPLETED TO DATE	$	1,015,950.00
LESS PREVIOUS INVOICES	$	1,006,000.00
CURRENT PAYMENT DUE	$	9,950.00

PROJECT MANAGER'S SIGNATURE

1-1339-431-00-121-053-0-841
PO # 617489

L&G Engineering
Transportation Consultants

August 1, 2011

Hon. Joel Quintanilla
Hidalgo County Commissioner, Pct. #1
Attn: Martha Mena
1902 Joe Stevens
Weslaco, TX 78596

RE: FM 493 South, Work Authorization No. 1, PO# 617489, C08-417-12-09, L&G Job#090201

Dear Commissioner Quintanilla:

Attached for your approval is our invoice for services rendered through July 2011. The following is attached:

- L & G's Invoice
- Sub-consultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
FC 11006 – DESIGN SCHEMATICS		
Schematic was turned in to TxDOT Pharr District on January 29, 2010 for District approval. We received District comments on March 3rd and returned to TxDOT March 24th for further processing to TxDOT – Austin. We received comments from Austin on August 17th & resubmitted for final approval on August 30, 2010. We have received final approval from TxDOT.	L&G	100%
FC 12001 – EA REPORTS		
L&G is in the process of finalizing revisions to the EA for final submittal to the ENV.	L&G	95%
This task is complete.	L&G	100%
The Texas Historical Commission has approved the Archeological report and the Historical report.	L&G	100%
This task is complete.	L&G	100%
All design survey data has been collected for this work authorization.	J.E.S.	100%
L&G has established the final centerline and profile based on survey data. We have coordinated with the IBWC regarding a construction permit within the floodway and are completing the design of the pilot channel bridge. We have received the boring permits from the IBWC to finalize the bridge design.	L&G	85%
We have identified outfalls and developed a hydrologic map. We have evaluated the hydraulic capacities of existing outfalls and continue to finalize the design.	L&G	85%
Final TCP typical sections and sequence of construction has been finalized. A TCP has been submitted to TxDOT for review. We have received TxDOT comments and are finalizing the TCP design.	L&G	85%

We have identified existing irrigation lines and continue to coordinate with the Districts for exposure and tie downs.	L&G	85%
A preliminary estimate with quantities, specification list as well as General Notes has been developed. E&Q sheets have been developed and a construction estimate has been revised.	L&G	85%
Surface utilities have been identified and coordination letters have been sent to all utilities. We have drawn up the utilities and included them in the plan sheets. We continue to coordinate with all utility companies.	L&G	85%
This task has not yet begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

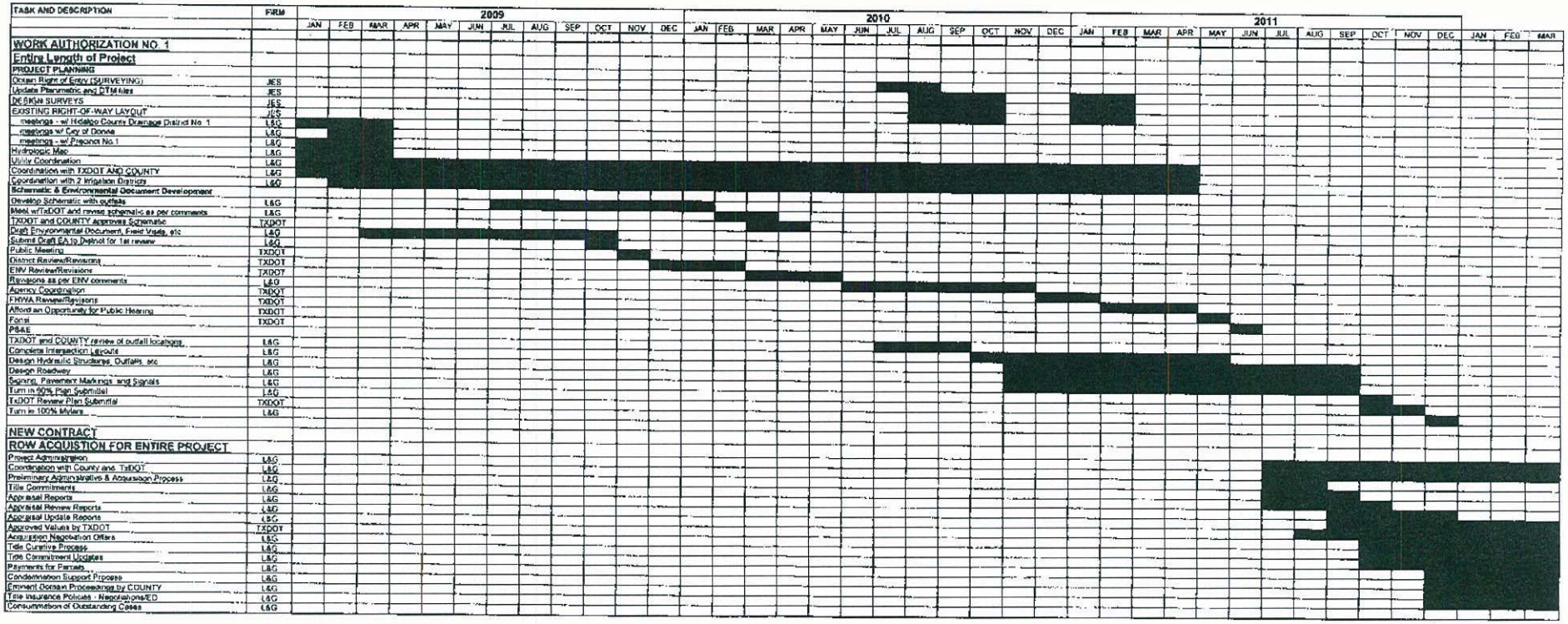
Sincerely,

Robert Macheska, P.E.
Project Manager

Attachment

Client: Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493 SOUTH
FROM US 281, North to Business 83



ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

3:19 PM7/16/2007

AI-27887 **11. E.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11323859- $85,056.94 for "FM 681 From FM 2221 to SH 107"-C-09-192-06-08;
2. Invoice No. 11323860- $7,258.61 for "FM 681 Project; From FM 2221/FM 492"-C-09-192A-06-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11323859: Available funds in P.O. #625224 as of 8/4/11 are $417,207.98.

FISCAL YEAR: 2011 ACCT. #: 1-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11323860: Available funds in P.O. #625225 as of 8/4/11 are $267,256.48.

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 05:06 PM
Perla Lopez	Angela Garcia	08/04/2011 09:12 AM
Purchasing Department	Marty Salazar	08/04/2011 11:33 AM
Auditor's Office	Angela Garcia	08/04/2011 02:05 PM

Perla Lopez Perla Lopez 08/04/2011 03:02 PM

Form Started By: Rocio Villarreal Started On: 08/03/2011 04:33 PM

Final Approval Date: 08/04/2011

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323859
INVOICE DATE: 07/31/11

SIGN: _____
REQ# 156841
PO# 625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2011.						
13002-ROW Map	6,200.00	6,200.00		6,200.00	100.0	
13020-ROW Map/Sub	158,100.00	158,100.00		158,100.00	100.0	
15001-Surv,Plans&Des	677.32	643.45		643.45	95.0	33.87
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	358,601.60		358,601.60	98.0	7,318.40
16102-Hydraulic Dsgn	40,000.00	39,200.00		39,200.00	98.0	800.00
16104-Outfall Dsgn	40,000.00	39,200.00		39,200.00	98.0	800.00
16201-Signing	20,000.00	19,600.00		19,600.00	98.0	400.00
16202-Pvmt Marking	16,000.00	15,680.00		15,680.00	98.0	320.00
16230- Signal/Illum	90,000.00	85,500.00		85,500.00	95.0	4,500.00
16302-Traf Cntrl Pln	30,000.00	29,400.00		29,400.00	98.0	600.00
16304-Irrigation	30,000.00	29,400.00		29,400.00	98.0	600.00
16306-Qty Specs	30,000.00	29,400.00		29,400.00	98.0	600.00
16307-Utilities	30,000.00	30,000.00		30,000.00	100.0	
32001-Const. Mgnmt	22,075.47				0.0	22,075.47
60000-Row Acq. Admin	272,852.83	245,567.55	13,642.64	259,210.19	95.0	13,642.64
60100-Title Services	31,800.00	31,800.00		31,800.00	100.0	
60200-Appraisal Srv	37,100.00	11,204.20	11,909.10	23,113.30	62.3	13,986.70
60220-Appr Svc/Sub	106,000.00	32,000.00	34,000.00	66,000.00	62.3	40,000.00
60300-Appraisal Rvw	22,525.00	6,374.58	4,685.20	11,059.78	49.1	11,465.22
60301-Apprais Update	9,500.00				0.0	9,500.00
60330-Appr Rev/Sub	19,875.00	5,625.00	4,125.00	9,750.00	49.1	10,125.00
60400-Parcel Negtion	185,500.00		16,695.00	16,695.00	9.0	168,805.00
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	12,000.00				0.0	12,000.00
60700-Land	38,716.98	38,716.98		38,716.98	100.0	
TOTALS:	1,740,612.60	1,324,095.96	85,056.94	1,409,152.90	81.0	331,459.70
Supplemental #1						
16002-Rdwy Dsg-2 Set	34,566.98	33,875.64		33,875.64	98.0	691.34
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-38,716.98	-38,716.98		-38,716.98	100.0	

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323859
INVOICE DATE: 07/31/11
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	1,740,612.60	1,323,404.62	85,056.94	1,408,461.56	80.9	332,151.04

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	1,408,461.56
LESS PREVIOUS INVOICES	$	1,323,404.62
CURRENT PAYMENT DUE	$	85,056.94

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NDC ON 8/1/11
GOODS/SERVICES RECEIVED BY
Comm. Flores ON 7/31/11
1-1315-431-00-123_070-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323860
INVOICE DATE: 07/31/11

SIGN:
REQ# 156846
PO# 625225

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2011.						
13020-ROW Map/Sub	99,200.00	99,200.00		99,200.00	100.0	
15001-Surv,Plans&Des	16,611.68	15,781.10		15,781.10	95.0	830.58
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	124,264.00		124,264.00	98.0	2,536.00
16102-Hydraulic Dsgn	20,000.00	19,600.00		19,600.00	98.0	400.00
16104-Outfall Dsgn	20,000.00	19,600.00		19,600.00	98.0	400.00
16201-Signing	10,000.00	9,800.00		9,800.00	98.0	200.00
16202-Pvmt Marking	8,000.00	7,840.00		7,840.00	98.0	160.00
16303-Signal/Ill	8,490.57	7,641.51		7,641.51	90.0	849.06
16230-Signal/Ill Sub	30,000.00	27,000.00		27,000.00	90.0	3,000.00
16302-Traf Cntrl Pln	15,000.00	14,700.00		14,700.00	98.0	300.00
16304-Irrigation	15,000.00	14,700.00		14,700.00	98.0	300.00
16306-Qty Specs	15,000.00	14,700.00		14,700.00	98.0	300.00
16307-Utilities	15,000.00	14,700.00		14,700.00	98.0	300.00
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	145,172.17	130,654.95	7,258.61	137,913.56	95.0	7,258.61
60100-Title Services	19,200.00	19,200.00		19,200.00	100.0	
60200-Appraisal Srv	22,400.00	2,800.00		2,800.00	12.5	19,600.00
60220-Appr Svc/Sub	64,000.00	8,000.00		8,000.00	12.5	56,000.00
60300-Appraisal Rvw	13,600.00	1,700.00		1,700.00	12.5	11,900.00
60301-Apprais Update	4,500.00				0.0	4,500.00
60330-Appr Rev/Sub	12,000.00	1,500.00		1,500.00	12.5	10,500.00
60400-Parcel Negtion	112,000.00				0.0	112,000.00
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	6,000.00				0.0	6,000.00
60700-Land	18,283.02	18,283.02		18,283.02	100.0	
TOTALS:	875,185.40	608,211.58	7,258.61	615,470.19	70.3	259,715.21
16002-Rdwy Design	14,133.02	13,850.36		13,850.36	98.0	282.66
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-18,283.02	-18,283.02		-18,283.02	100.0	

Supplemental #1

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323860
INVOICE DATE: 07/31/11
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	875,185.40	607,928.92	7,258.61	615,187.53	70.3	259,997.87

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	615,187.53
LESS PREVIOUS INVOICES	$	607,928.92
CURRENT PAYMENT DUE	$	7,258.61

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 8/1/11
GOODS/SERVICES RECEIVED BY
_____ ON 7/31/11

1-135-431-00-123-071-0-841

AI-27843 **11. F.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Ovidio Gonzalez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) for the Hidalgo County Community Supervision and Corrections Department, aka, Adult Probation Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1297-423-00-320-002-1-626

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

BUDGETARY IMPACT:

Funds available as of 8/5/11 $429.37.

Attachments

CSCD 8-9-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2011 01:41 PM
Erika Zamora	Angela Garcia	08/04/2011 09:04 AM
Purchasing Department	Marty Salazar	08/04/2011 10:51 AM
Auditor's Office	Arcilia Duran	08/04/2011 11:11 AM
Erika Zamora	Erika Zamora	08/05/2011 08:24 AM

Form Started By: Ovidio Gonzalez Started On: 08/02/2011 11:47 AM

Final Approval Date: 08/05/2011

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	ADULT PROBATION
Billing Address:	P O BOX 970 EDINBURG TEXAS 78540
Fuel Card Manager:	DIANA SOLIS
	This person can not have use of the fuel card
Phone Number:	956-587-6008 **County Email** Diana.solis@hidalgocountycscd.org
Web user Name:	**Password:**
Hidalgo Co Acct Number:	1-1297-423-00-320-002-1-626
Requested By:	Arnold K Patrick - Director
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
VERONICA GARZA	3/19/1973	182923		

AI-27834 **11. G.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Precinct #3:
Requesting authority to enter into a 12-month renewal maintenance agreement with Office Communications/Toshiba Business Solutions for Precinct 3 through requisition #199823 in the total amount of $784.08/year-effective: 06/01/11 - 05/31/12. (1-1200-431-00-123-004-0-432)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-004-0-432

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

BUDGETARY IMPACT:

Available funds in Requisition #199823 as of 8/4/11 are $784.08.

Attachments

Toshiba-199823

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2011 11:17 AM
Perla Lopez	Perla Lopez	08/04/2011 09:11 AM
Auditor's Office	Angela Garcia	08/04/2011 09:32 AM
Purchasing Department	Marty Salazar	08/04/2011 10:45 AM

Form Started By: Blanca Mayorga Started On: 08/02/2011 09:42 AM

Final Approval Date: 08/04/2011

Requisition

Req # 00199823

PO #

Date: 07/26/11

Consent #27834 8/9/11

Bill To: x
x

Vendor : 27057
TOSHIBA BUSINESS SOLUTIONS
10231 KOTZEBUE
SAN ANTONIO TX 78217

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact:
956-585-4509

Contract No:

Special Instructions:
Req # 1074

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		Service Contract Renewal - for Copier Model #ESTUDIO351C Serial #CEB617405 Equipment ID #36721 (Meter Charges at 0.0121 for Black / 0.0119 for Color for each copy in excess of 60,000 black copies per year) Starting 6/1/2011 thru 5/31/2012	784.08	784.08
		Account No	Encumbrance	
		1-1200-431-00-123-004-0-432	784.08	
			Freight	.00
			Total	784.08
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

PREMIUM PLUS MAINTENANCE AGREEMENT

TOSHIBA BUSINESS SOLUTIONS *Texas*

10231 Kotzebue | San Antonio, TX 78217 | Phone: 210.357.2600 | Fax: 210.357.2630

Sales Representative: Amy Saxon

CONTRACT NUMBER	EFFECTIVE DATE
	6/1/2011

CUSTOMER INFORMATION

Customer Name: COUNTY OF HIDALGO		Bill to Number: 514041/3	
Attention:			
Address: 724 NORTH BREYFOGLE			
Address 2:	City, State: MISSION, TX	Zip: 78574	
Phone #:	Ext.	Fax #:	
Email:			

Customer Name: COUNTY OF HIDALGO		Ship to Number: 345671	
Attention:			
Address: 724 NORTH BREYFOGLE			
Address 2:	City, State-Zip: MISSION , TX 78574		
Phone #: 956-585-4509	Ext.	Fax #: 956-205-7009	
Email: norma.ceballos@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 OCS ID #	Main Unit Model #	Main Unit Serial #	Meter Read (Beginning)	Service Included	Term of Lease (# of Months)
1	36721	ESTUDIO351C	CEB617405		☐ Yes ☑ No	
2					☐ Yes ☐ No	
3					☐ Yes ☐ No	
4					☐ Yes ☐ No	

SUPPLY INCLUSIVE ITEMS

	Cartridge	Drum	Staples	Toner	Other (Please Specify)
1		YES	NO	YES	
2					
3					
4					

TRANSACTION TERMS

This contract will bill a minimum charge of $ 784.00 every - SELECT ONE: ☐ Month ☐ Quarter ☑ Year

The contract includes 60,000 BLACK copies every: ☐ Month ☐ Quarter ☑ Year

An overage charge of $ 0.0121 will be charged for EACH excess BLACK copy.

The contract includes _____ COLOR copies every: ☐ Month ☐ Quarter ☐ Year

An overage charge of $ 0.0119 will be charged for EACH excess COLOR copy.

Comments: Shipping charges for supplies are not included.

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, OCS agrees to perform maintenance service in accordance with the following terms and conditions:

1) OCS 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 OCS.
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 OCS 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 OCS 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 OCS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

7) OCS 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. OCS may apply any unused portion of the annual maintenance charges toward future purchases with OCS.

9) OCS 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 OCS, it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions Texas	Company Name: **COUNTY OF HIDALGO**
Name: _____ (Please Print Name) Title: _____	Name: _____ (Please Print Name) Title: _____
Signature: _____ (Authorized Representative) Date: _____	Signature: _____ (Authorized Representative) Date: _____

AI-27823 **11. H.**

CC CONSENT

Meeting Date: 08/09/2011

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to advertise and approval of procurement packet (i.e., legal notice requirements - specifications, etc.) as attached hereto for Hidalgo County project titled - "Consulting Services for Self Funded Insured Group Health" RFP 2011-149-09-07-YZV.

BACKGROUND

Proposed Schedule of Events:

1st Advertisement: August 13, 2011
2nd Advertisement: August 20, 2011
3rd Advertisement: August 27, 2011

Proposal Acceptance Date:

September 07, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: See Below

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

BUDGETARY IMPACT:

No funding required at this stage of procurement process.
Possible funding sources at award of contract are as follows: DBM-HEALTH INS ADM-OTHER PROF SRV 1-2201-415-00-115-009-0-339

Attachments

Procurement Packet-2011-149

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2011 09:23 AM
Rosalinda Cantu	Angela Garcia	08/04/2011 09:22 AM
Purchasing Department	Marty Salazar	08/04/2011 10:07 AM
Auditor's Office	Angela Garcia	08/04/2011 02:03 PM
Rosalinda Cantu	Rosie Cantu	08/05/2011 11:50 AM

Form Started By: Yolanda Velasquez Started On: 08/01/2011 11:20 AM

Final Approval Date: 08/05/2011

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Flora Vazquez
Employees Benefits Division Director

From: Yolanda Velasquez YV
Purchasing Dept., Buyer

Date: June 06, 2011

Re: **RFP No. 2011-149 Approval of Requirements/Specifications for HIDALGO COUNTY- "CONSULTING SERVICES FOR: SELF FUNDED INSURED GROUP HEALTH AND VOLUNTARY INSURANCE PLANS FOR EMPLOYEES"**

Please review the attached **REQUIREMENTS/SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE	☒	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS	☐		

FUNDS AVAILABILITY: Yes X No _____ Other specify _____

BUDGET ACCOUNT#: 1-2201-415-00-115-009-0-339

Flora Vazquez — Flora Vazquez — 07/28/2011

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than TUESDAY, JUNE 28, 2011 by 3:00P.M.

ENCLOSURES

RFP NO: 2011-149-09-07-YZV	Buyer: YOLANDA Z VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"CONSULTING SERVICES FOR:
SELF-FUNDED INSURED GROUP HEALTH"

PROPOSAL ACCEPTANCE DATE

SEPTEMBER 07, 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

Form HCPD-04

1. **Sealed Proposals** will be received for **"Hidalgo County–Consulting Services for: Self-Funded Insured Group Health",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals 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 proposal.

2. **ONE (1) ORIGINAL AND SEVEN COPIES** 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, "**RFP No: 2011-149-09-07-YZV- Hidalgo County- "Consulting Services For: Self-Funded Insured Group Health"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. WEDNESDAY, SEPTEMBER 07, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 WITH THE FOLLOWING REFERENCE: RFP NO: 2011-149-09-07-YZV-HIDALGO COUNTY- "Consulting Services for: Self Funded Insured Group Health"

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, August 31, 2011, at 5:00 p.m. Responses will be sent to all applicants by Friday September 02, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications 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 and; **C)** 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(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 proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all RFP's

11. Costs are to be net F.O.B. destination 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's 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.

14. 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 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.

15. <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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

16. **<u>BILLING AND PAYMENT INSTRUCTIONS</u>**:

- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"<u>HIDALGO COUNTY-REVIEW-ASSESSMENT AND ANALYSIS FOR</u>**

POSSIBLE OVERCHARGES FROM HIDALGO COUNTY ELECTRIC PROVIDERS" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Proposal Acceptance Date:	**SEPTEMBER 07, 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 and services exceeding $100,000, all submitters 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~~.

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 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 successful Proposer 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 complete 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 PROPOSER.**

21. 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.

22. 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.

23. 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.

24 . 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.

25. 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.

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 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.

27. 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.

28. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material,

workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal 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.

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 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.

31. 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.

32. 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.

Proposal for
HIDALGO COUNTY-
"Consulting Services for: Self-Funded Insured Group Health"

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 submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter 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.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter 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 proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

"CONSULTING SERVICES FOR:
SELF FUNDED INSURED GROUP HEALTH"

RFP NO: 2011-149-09-07-YZV

HIDALGO COUNTY

REQUEST FOR PROPOSAL
"Consulting Services for:
Self-Funded Insured Group Health"
RFP No: 2011-149-09-07-YZV

OVERVIEW:
The County of Hidalgo is seeking qualified participants to enter into a contract(s) for the following services:

Self-Funded Insured Group Health: A Health Benefits Consultant that is licensed by the State of Texas, including licensed pursuant to Article 21.07-02 of the Insurance Code of 1951. Hidalgo County is requiring a copy of your Life and Health Insurance Counselor License to ensure compliance with said statute. The consultant is being engaged to assist the County in procuring group health benefits including Life, Accidental Death and Dismemberment for approximately 3800. The County's current Group Health Benefits Plan with Life, Accidental Death and Dismemberment coverage expires on December 31, 2011.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Consulting Services for: Part I-Self-Funded Insured Group Health Benefits including Life, Accidental Death and Dismemberment Consultant(s) selected by Hidalgo County for Hidalgo County Drainage District №. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Consultant is the same as the one selected by Hidalgo County, the firm shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the "Consulting Services for: Self-Funded Insured Group Health Benefits including Life, Accidental Death and Dismemberment Consultant(s) selected by Hidalgo County for Hidalgo County Appraisal District Board of Directors. Should the Board of Director's of Hidalgo County Appraisal District decide the firm selected as the Consultant is the same as the one selected by Hidalgo County, the firm shall offer Hidalgo County Appraisal District the same terms and provisions as it offers Hidalgo County.

The consultants must prepare to devote sufficient staff and time to the County to monitor the current group health benefits provider and assure that replacement coverage is selected and in place by January 01, 2012. The Hidalgo County Purchasing Department will receive sealed envelopes containing request for proposals with qualifications for the provision of **"Consulting Services for: Self-Funded Insured Group Health"** as specified herein.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, SEPTEMBER 07, 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP No: **2011-149-09-07-YZV**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

All applicable forms in this packet must be filled in its entirety and submitted with proposal response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

SECTION I GENERAL TERMS AND CONDITIONS:

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, **AUGUST 31, 2011** at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, **SEPTEMBER 02, 2011**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

All costs and expenses associated with the preparation and submission of all (bid, proposals, request for qualification and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

NUMBER OF PROPOSALS TO BE SUBMITTED: An original and ten (10) copies of RFP should be submitted.

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 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 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

PROPOSER'S AFFIDAVIT: Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) 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 (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION: Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:

Submitters must submit completed form enclosed herein.

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 PROPOSALS: 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 submitter'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 Proposal (RFP) 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 bidding 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.

HAND DELIVERED PROPOSALS: Hidalgo County requires submitters, when hand delivering request for proposals with qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed by an person authorized to bind the company or firm. **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.

DURATION OF CONTRACT:
Effective date to commence is November 02, 2011 . The term of the contract is for an initial period of one (1) year with County's option to renew three (3) additional one (1) year terms.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term due to unforseen delay of award for the next contract term.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address as stated herein.

CONTENTS: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

SELF-FUNDED INSURED GROUP HEALTH FIRM QUALIFICATIONS: This section should contain the qualifications of the organization and the office location(s) involved. Additionally, this section should include:

a. A description of the firm's personnel and their most recent similar projects;
b. A summary example of at least one similar project with a county government;
c. A minimum of three (3) client references for whom the same type of work or services was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes;
d. A summary of the work plan, approach, tasks and outline of information that will be required from Hidalgo County;

e. A typical schedule for the completion of this type of project; and
f. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided;
g. Errors and Omissions Insurance (Min. $1 million per occurrence);
h. Pursuant to Article 21.07-2 of the Insurance Code of 1951, Hidalgo County is requiring a copy of your Life and Health Insurance Counselor License to ensure compliance with said stature along with all other State, Federal or Local requirements.
i. Minimum of five (5) years experience with County Government.

This project is limited to five (5) pages.

(A) The Consultant must not have any monetary or financial interest with a potential participant.

This project is limited to five (5) pages.

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.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by the State of Texas and Hidalgo County. The Group Health Consultant firm(s) should add copies of their Professional Liability Insurance.

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: Consultant Services for Group Health is on an **"As Needed Basis"** including, but not limited to the following for:

GROUP HEALTH CONSULTANT

- Monitoring of current health benefits provider, through December 31, 2011.
- Information and data collection.
- Preparation of the Request for a Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP).
- Solicitation of qualified insurers and vendors.
- Analysis of responses for recommendation.
- Selection and presentation of finalists; and
- Program implementation (effective 01-01-12).
- Information and data collection;

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: Proposer is to provide a fee proposal based on the scope of work.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the program implementation date of January 01, 2012. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, qualifications, evidence of good organization background, references, ability to provide requested services any other factors found necessary for quality services.

RFP Scoring and Ranking:

(A) Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County Request for Proposals.

(B) After the proposals have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Negotiation Process: Hidalgo County Commissioner's Court will authorize the Purchasing Department to proceed to negotiate the proposal section of the RFP with the number one ranked firm. The firm will submit a detailed Scope of Services, project schedule/portion and flat fee proposal for negotiation. The consulting services firm shall be compensated by the County on an agreed upon flat fee. No commission fees will be allowed. After negotiations, if a contract for the engagement cannot be successfully completed for Commissioners Court's approval, the Purchasing Department will recommend to Commissioners Court that negotiations be ceased and the process will proceed with the second ranked firm. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFP/Q's.

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 (30) day's written notice prior to cancellation.

EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.