AI-30232 **2. A.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2011- Purchasing (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 12-16-11

Attachments

Line Item

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/16/2011 09:57 AM
JC Carreon	JC Carreon	12/16/2011 10:23 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Nielda Cavazos Started On: 12/16/2011 09:54 AM

Final Approval Date: 12/16/2011

DATE: **December 16, 2011**

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

DEPARTMENT NAME: **Purchasing**

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

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**
584	registration fees	631	water	$250.00
			TOTAL	**$250.00**

REASON: **pay out standing invoices**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-30202 **2. B.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Facilities Mgmt. (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 12/14/11.

Attachments

Intradept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/15/2011 08:05 AM
Veronica Ortiz	Veronica Ortiz	12/16/2011 08:56 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Olga Garza Started On: 12/14/2011 04:41 PM

Final Approval Date: 12/16/2011

DATE: December 20, 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
431	BLDG & OTHER STRUC R&M SRV	626	GASOLINE/DIESEL	5,000.00
431	BLDG & OTHER STRUC R&M SRV	339	OTHER PROF SRV	830.00
679	OTHER R&M SUPPLIES	432	EQUIP & VEH R&M SRV	800.00
442	EQUIP & VEHICLE RENTALS	432	EQUIP & VEH R&M SRV	200.00
540	ADVERTISING	619	OTHER MISC SUPPLIES	200.00
346	HAULING & FREIGHT SERV	343	LAUNDRY & DRY CLEANING	350.00
			TOTAL	7,380.00

REASON:

Intradepartmental Transfer to fund any necessary expenses for the rest of the year.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-30223 **2. C.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2011 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-16-11

Attachments

L.I.T. 12.20.11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/15/2011 04:56 PM
Veronica Ortiz	Veronica Ortiz	12/16/2011 09:39 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Stephanie Palacios Started On: 12/15/2011 04:38 PM

Final Approval Date: 12/16/2011

DATE: December 15, 2011

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

ACCOUNT NUMBER: 1-1100-412-00-090-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	Computer Services	601	Office Supplies	$1,008.44
431	Bldg. & Other Structure R&M Serv	671	Repair & Maintenance Supplies-Bldgs.	$218.07
550	Priting & Binding	671	Repair & Maintenance Supplies-Bldgs.	$49.52
661	Minor Office Furniture & Equipment	671	Repair & Maintenance Supplies-Bldgs.	$226.71
743	Office Furniture & Equipment	601	Office Supplies	$193.39
535	Postage	583	Travel Out of County	$1,394.52
535	Postage	584	Registration	$510.00
			TOTAL	**$3,600.65**

REASON: **Transfer monies to the correct object code to cover expenses and travel expenses for Laura Hinojosa, District Clerk for January 9-12, 2012.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-30189 **2. D.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 12-14-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:58 PM
JC Carreon	JC Carreon	12/14/2011 04:43 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Rene Perez Started On: 12/14/2011 03:24 PM

Final Approval Date: 12/16/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 12/14/2011

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
745	COMPUTER EQUIPMENT	431	REPAIR & MAINT. SERVICES-BLDG	$1,000.00
			TOTAL	$1,000.00

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-30191 **2. E.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk (1237)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1237-415-40-180-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/16/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:59 PM
Ana Galvan	Ana Galvan	12/16/2011 11:10 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Rene Perez Started On: 12/14/2011 03:31 PM

Final Approval Date: 12/16/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 12/14/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1237-415-40-180-003-0-

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
601	OFFICE & COMPU SUPPLIES	671	REPAIR & MAINT. SUPPLIES-BLDG	$5,000.00
			TOTAL	$5,000.00

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-30137 **2. F.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-14-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 08:00 AM
JC Carreon	JC Carreon	12/14/2011 09:47 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Mike Escaname Started On: 12/13/2011 04:27 PM

Final Approval Date: 12/16/2011

Date: December 13, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-001-0-425	HEALTH ADM-PEST CONTROL	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 5,101.18
1-1100-441-00-340-001-0-339	HEALTH ADM-OTHER PROF SF	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 770.00
1-1100-441-00-340-001-0-343	HEALTH ADM-LAUNDRY & DRY	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 280.00
1-1100-441-00-340-001-0-584	HEALTH ADM-REGISTRATION	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 275.00
1-1100-441-00-340-001-0-671	HEALTH ADM-BLDG&OTHR ST	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 341.25
1-1100-441-00-340-001-0-672	HEALTH ADM-EQ&VEH R&M SU	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 144.51
1-1100-441-00-340-001-0-855	HEALTH ADM-LATE FEES,PEN	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 100.00
1-1100-441-00-340-001-0-601	HEALTH ADM-OFFICE & COMP	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 37.25
1-1100-441-00-340-001-0-535	HEALTH ADM-POSTAGE	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 287.09
			Amount	$ 7,336.28

Revenue Account
Amount Requested: $ 7,336.28

Reason: Funds needed in proper object code.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-30142 **2. G.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/16/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 09:12 AM
Ana Galvan	Ana Galvan	12/16/2011 10:55 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Mike Escaname Started On: 12/14/2011 08:55 AM

Final Approval Date: 12/16/2011

Date: December 14, 2011

Department Head: Eduardo Olivarez, Chief Administrative Officer

Department Name: Hidalgo County Health Department

Account Number: 1-1100-441-00-340-003-0 CLINICS

Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEASES	1-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP&VEH R&M SRV	$ 2,421.25
1-1100-441-00-340-003-0-679	HEALTH CLINICS-OTHER R&M SUPPLIES	1-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP&VEH R&M SRV	$ 1.30
1-1100-441-00-340-003-0-672	HEALTH CLINICS-EQ&VEH R&M SUPPLIES	1-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP&VEH R&M SRV	$ 136.90
1-1100-441-00-340-003-0-584	HEALTH CLINICS-REGISTRATION FEES	1-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP&VEH R&M SRV	$ 400.00
			Amount	$ 2,959.45

Reason: Funds needed in proper object code.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-30113 **2. H.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Norma L. Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2011 - WIC (1292)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-2-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/16/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/12/2011 01:21 PM
Ana Galvan	Ana Galvan	12/16/2011 09:10 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Margarita Gonzalez Started On: 12/12/2011 11:16 AM

Final Approval Date: 12/16/2011

DATE:	December 6, 2011
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	1.1292.441.00.350.001.2.WIC
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER		ACCOUNT NAME	ACCOUNT NUMBER		ACCOUNT NAME	AMOUNT
1.1292.441.00.350.001.2.	601	Office & Computer Supplies	1.1292.441.00.350.001.2.	661	Minor Office Furniture & Equip	10,000.00
1.1292.441.00.350.001.2.	604	Medical & Lab Supplies	1.1292.441.00.350.001.2.	743	Office Furniture & Equip	10,000.00

Total: 20,000.00

Reason: To encumber cost for FY 2012 Grant.

Department Head Signature

Approved Commissioners' Court

Date

Attest County Clerk

AI-30092 **2. I.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Norma L.Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2011 - WIC (1292)

BACKGROUND

line item transfer
1.1292.441.00.350.014.2.xxx

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-014-2-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-9-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/08/2011 05:00 PM
JC Carreon	JC Carreon	12/09/2011 09:58 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Margarita Gonzalez Started On: 12/08/2011 04:04 PM

Final Approval Date: 12/16/2011

DATE:	12/08/11
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	1.1292.441.00.350.014.2 NPAOP
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME		AMOUNT
1.1292.441.00.350.014.2	540	Advertising	→ 1.1292.441.00.350.014.2	584	Registration	1,000.00
1.1292.441.00.350.014.2	540	Advertising	→ 1.1292.441.00.350.014.2	811	Lic. & Reg.	200.00
Total:						1,200.00

REASON: To cover for encumberance's that are needed.

AI-30126 **2. J.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 12/16/11 - $6,975.55

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/14/2011 10:43 AM
Budget & Management	Merlen P. Munoz	12/14/2011 01:15 PM
Ana Galvan	Ana Galvan	12/16/2011 01:14 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Virginia Rodriguez Started On: 12/13/2011 10:49 AM

Final Approval Date: 12/16/2011

DATE: DECEMBER 13, 2011

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 1100-423-21-280-002-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-423-21-280-002-0-604	MEDICAL AND LAB SUPPLIES	1-1100-423-21-280-002-0-619	OTHER MISC. SUPPLIES	300.00

AI-30155 **2. K.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1-1284-421-00-280-084-2-XXX

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

BUDGETARY IMPACT:

Funds are available as of 12/14/11.

No local match is required.

Attachments

LIT- OCDETF

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/14/2011 10:44 AM
Budget & Management	Merlen P. Munoz	12/14/2011 01:15 PM
Veronica Ortiz	Veronica Ortiz	12/16/2011 08:55 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/14/2011 10:05 AM

Final Approval Date: 12/16/2011

DATE: December 14, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Organized Crime Drug Enforcement Task Forces (OCDETF)

ACCOUNT NUMBER: 1-1284-421-00-280-084-2-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-421-00-280-084-2-	748- Other Equipment	→	1-1284-421-00-280-084-2-	432- Repair & Maintenance Services-equipment & vehicles	102.00
1-1284-421-00-280-084-2-	601- Office & Computer Supplies	→	1-1284-421-00-280-084-2-	611- Police Supplies	477.00
		→			
		→			
		→			
		→			
		→			
		→			
					$579.00

REASON: Need money to purchase warranty for radio and correct line item for equipment.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-30127 **2. L.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: ELECTIONS DEPT.

Information

CAPTION

2011 - Elections Dept. (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:

Available balance as of 12/14/11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:49 PM
Veronica Ortiz	Veronica Ortiz	12/16/2011 09:38 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Veronica Lopez Started On: 12/13/2011 11:07 AM

Final Approval Date: 12/16/2011

DATE: December 14, 2011

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

2011
Transfer

AI- 30127

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 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
334	Arch & Eng Srv	601	Office & Comp Supplies	$321.12
535	Postage	601	Office & Comp Supplies	$389.88
748	Other Equipment	747	Software	$124.11
664	Other Minor Equipment	747	Software	$4,815.99
550	Printing and Binding	747	Software	$3,464.01
535	Postage	747	Software	$194
			TOTAL	$9,309.00

REASON:

Transfer needed for Arc Editor software pruchase .

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-30105 **2. M.**

CC CONSENT

Meeting Date: 12/20/2011

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?:

BUDGETARY IMPACT:

Available account balance as of 12-16-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/12/2011 08:44 AM
Veronica Ortiz	Veronica Ortiz	12/16/2011 08:51 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Mary Garcia Started On: 12/09/2011 04:35 PM

Final Approval Date: 12/16/2011

DATE: December 13, 2011

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

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

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

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
601	Office & Computer Supplies	640	Reference Materials	500.00
601	Office & Computer Supplies	605	Clothing & Uniforms	15.00
601	Office & Computer Supplies	431	Bldg & Othr Struc R&M Srv	100.00
			TOTAL	615.00

REASON: **To fund various operating expeditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-30133 **2. N.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Melinda Villalpando, J.P. 5, 1

Department: J.P. 5, 1

Information

CAPTION

2011 - J.P. 5/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-069-001-0-XXX

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

BUDGETARY IMPACT:

Avaialble account balance as of 12-16-11

Attachments

Transfer 12/12/11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/13/2011 04:13 PM
Veronica Ortiz	Veronica Ortiz	12/16/2011 08:53 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Melinda Villalpando Started On: 12/13/2011 02:23 PM

Final Approval Date: 12/16/2011

DATE: **December 13, 2011**

DEPARTMENT HEAD: **E. Jackson**

DEPARTMENT NAME: **Hidalgo County Justice of the Pct.5**

ACCOUNT NUMBER: **1-1100-412-00-069-001-0-**

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**
672	Eq & Veh. R&M Supplies	535	Postage	150.00
			TOTAL	**150.00**

REASON: **Need to pay for post office box**

E. Jackson

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-30100 **2. O.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Delma Silva, 206TH DISTRICT COURT

Department: 206TH DISTRICT COURT

Information

CAPTION

2011 - 206th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-004-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/16/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/09/2011 11:36 AM
Ana Galvan	Ana Galvan	12/16/2011 08:41 AM
Purchasing Department	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Delma Silva Started On: 12/09/2011 10:40 AM

Final Approval Date: 12/16/2011

DATE: **December 9, 2011**

DEPARTMENT HEAD: **Judge Rose G. Reyna**

DEPARTMENT NAME: **206th District Court**

ACCOUNT NUMBER: **1-1100-412-00-004-001-0-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 DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
583	Travel Out of County	831	Court Cost & Investigation	$2,000.00
584	Registration Fees	831	Court Cost & Investigation	$500.00
			TOTAL	**2,500.00**

REASON: **Transfer is needed to pay Certified Translator for a criminal case set for jury trial week of December 12, 2011.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-30089 **2. P.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Nancy Ponce, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2011 - Constable Pct. #4

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-294-001-0-xxx

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

BUDGETARY IMPACT:

Available balance as of 12/8/2011

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	12/08/2011 03:51 PM
Veronica Ortiz	Veronica Ortiz	12/16/2011 08:49 AM
Purchasing Department	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Nancy Ponce Started On: 12/08/2011 02:59 PM

Final Approval Date: 12/16/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: November 8, 2011

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 1-1100-421-00-294-001-0-XXX

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**	**AMOUNT**
748	OTHER EQUIPMENT	432	EQUIP&VEH R&M SRV	$ 3,000.00
			TOTAL	**$ 3,000.00**

REASON: TRANSFER NEEDED TO MAKE PURCHASE FOR OUR OFFICE END OF THE YEAR

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-30235 **2. Q.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Constable Pct. 5 Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Constable Pct. 5 LEOSE (1220)

BACKGROUND

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/16/2011 02:34 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Ana Galvan Started On: 12/16/2011 01:50 PM

Final Approval Date: 12/16/2011

INTRADEPARTMENTAL TRANSFER

DATE: December 13, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Management for Constable Pct.5

ACCOUNT NUMBER: 1-1220-421-00-295-002-0-XXX - LEOSE

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	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
611	Police Supplies	583	Travel Out of County	100.00
584	Registration Fees	583	Travel Out of County	62.50
			TOTAL	**162.50**

REASON: Transfer is needed for Daniel Marichalar to attend

DANIEL MARICHALAR
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE ATTEST COUNTY CLERK

AI-30124 **2. R.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Roxanne Elizondo, CONSTABLE PCT. #5

Department: CONSTABLE PCT. #5

Information

CAPTION

2011 - Constable Pct. #5 (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/16/2011.

Attachments

Line Item Transfer

Uniform Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 01:21 PM
Ana Galvan	Ana Galvan	12/16/2011 02:51 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Roxanne Elizondo Started On: 12/13/2011 10:07 AM

Final Approval Date: 12/16/2011

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: December 13, 2011

DEPARTMENT HEAD: DANIEL MARICHALAR

DEPARTMENT NAME: Constable Pct.5

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

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 Governm
Chapter 111, Subchapter C.

FROM:		**TO:**	
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**
432	Equip & Veh R & M Service	672	Equip & Vehicles R&M Supplies
640	Reference Materials	605	Clothing and Uniforms
535	Postage	605	Clothing and Uniforms
810	Dues & Memberships	611	Police Supplies
603	Education/Instruction	611	Police Supplies
			TOTAL

REASON: Transfer is needed to purchase supplies for deputies.

DANIEL MARICHALAR
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE ATTEST COUNT

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

ıent Code,

AMOUNT
780.00
172.00
262.00
200.00
100.00
1,514.00

Y CLERK

Hidalgo County Constable Department Precinct 5
708 E. Edinburg Ave.
Elsa, TX 78543

Uniform Policy

Date: January 1, 2010

To: All Department Personnel

From: Daniel Marichalar
Chief Deputy Constable

Re: Precinct 5 Constable Department
Policy for Department Uniform Attire

The following lists of uniforms are required for the Chief Deputies, Patrol Deputies and Administrative Secretary. Please adhere to this list of uniforms for this Department.

Patrol and Administration Staff Uniform

Shirts

- Duty Uniform Shirts - French Blue and Department Approved patch. Shirts are Polyester Class A both long and short sleeve with epaulet. Button or zipper required.
- Duty Uniform Polo style Shirts – Colors: Khaki, White and Black with embroidered Department Logo and employee name.

Pants

- Duty Uniform Trousers- Dark Navy Blue Polyester without stripes
- Duty Uniform Tactical Cargo Pants / BDU– Colors: Khaki, Black.

Jackets

- Duty Uniform Winter Jacket- Dark Navy Blue with Dept. Approved Patch. Jackets have removable liner to make it lighter.
- Duty Uniform Wind Breakers- Black with embroidered Department Logo and name.

Hats and Caps

- Straw hats – white
- Duty Uniform Baseball Caps with Department Logo – Color Beige, Tan or Black

Body Armor

- Point Blank
- Style – # 1LEH151B
- Legacy, HL-11TE
- Level – PRO + 3 A

Uniform Boots

- Justin Ropers, Black in Color
- Water Boots, Black in color

Badges

- 2" Plate Badge with Blue State Seal
  Lettering - Hidalgo County Constable Department Pct. 5.

Raincoat

- Yellow in color raincoat, Duster style

All Uniforms are subject to change base on the immediate need and demand of this Department. All Department personnel are responsible for the care and cleaning of there uniforms. Any request for uniforms must be done in writing and approved by the Department head. All personnel are to adhere to this new policy effective immediately.

Daniel Marichalar , Chief Deputy Constable

AI-30146 **2. S.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Anthony Webber, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Park (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?:

BUDGETARY IMPACT:

Available account balance as of 12-14-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 10:22 AM
JC Carreon	JC Carreon	12/14/2011 11:11 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Anthony Webber Started On: 12/14/2011 09:18 AM

Final Approval Date: 12/16/2011

DATE: December 19, 2011 **MEETING REQUEST DATE:** December 20, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 PARKS JE-

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	350	OTHER SERVICES	1	1100	452	00	121	013	0	431	REPAIR & MAINTENANCE	154.22
1	1100	452	00	121	013	0	432	REPAIR AND MAINTENAN	1	1100	452	00	121	013	0	431	REPAIR & MAINTENANCE	423.78
1	1100	452	00	121	013	0	601	OFFICE AND COMPUTER	1	1100	452	00	121	013	0	622	ELECTRICITY	3.90
1	1100	452	00	121	013	0	604	MEDICAL AND LABORAT	1	1100	452	00	121	013	0	622	ELECTRICITY	120.00
1	1100	452	00	121	013	0	607	HOUSEHOLD AND JANIT	1	1100	452	00	121	013	0	622	ELECTRICITY	12.23
1	1100	452	00	121	013	0	609	AGRICULTURAL AND LAN	1	1100	452	00	121	013	0	622	ELECTRICITY	269.42
1	1100	452	00	121	013	0	613	SAFETY SUPPLIES	1	1100	452	00	121	013	0	622	ELECTRICITY	12.99
1	1100	452	00	121	013	0	623	BOTTLED GAS	1	1100	452	00	121	013	0	679	REPAIR AND MAINTENAN	200.54
1	1100	452	00	121	013	0	631	BOTTLED WATER	1	1100	452	00	121	013	0	739	OTHER STRUCTURES	254.35
1	1100	452	00	121	013	0	619	OTHER MISCELLANEOUS	1	1100	452	00	121	013	0	739	OTHER STRUCTURES	165.00
																		1,616.43

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

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-30143 **2. T.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-466-00-121-050-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-16-11

Attachments

2011 - Pct # 1 CRC (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 09:12 AM
Veronica Ortiz	Veronica Ortiz	12/16/2011 08:55 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Robert Elizondo Started On: 12/14/2011 08:56 AM

Final Approval Date: 12/16/2011

DATE: December 19, 2011 **MEETING REQUEST DATE:** December 20, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 CRC

ACCOUNT NUMBER: 1-1100-466-00-121-050-0-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	-466	-00	-121	-050	-0	601	office supplies	1	-1100	-466	-00	-121	-050	-0	664	other minor equip	200.00
1	-1100	-466	-00	-121	-050	-0	605	clothing & uniforms	1	-1100	-466	-00	-121	-050	-0	664	other minor equip	200.00
1	-1100	-466	-00	-121	-050	-0	607	household & janito	1	-1100	-466	-00	-121	-050	-0	664	other minor equip	86.00
1	-1100	-466	-00	-121	-050	-0	613	safety supplies	1	-1100	-466	-00	-121	-050	-0	664	other minor equip	100.00
																		586.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-30167 **2. U.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Patricia Balli, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-14-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 01:19 PM
JC Carreon	JC Carreon	12/14/2011 03:06 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Patricia Balli Started On: 12/14/2011 12:07 PM

Final Approval Date: 12/16/2011

DATE: December 19, 2011 **MEETING REQUEST DATE:** December 20, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI# 30167

DEPARTMENT NAME: PCT #1 Road & Bridge JE-

ACCOUNT NUMBER: 1-1200-431-00-121-005-0-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	-005	-0	346	hauling & freight	1	-1200	-431	-00	-121	-005	-0	672	EQUIP & VEHICLE R&M	1,500.00
1	-1200	-431	-00	-121	-005	-0	346	hauling & freight	1	-1200	-431	-00	-121	-005	-0	442	EQUIP & VEHICLE	200.00
1	-1200	-431	-00	-121	-005	-0	346	hauling & freight	1	-1200	-431	-00	-121	-005	-0	679	OTHER R&M SUPPLY	500.00
1	-1200	-431	-00	-121	-005	-0	346	hauling & freight	1	-1200	-431	-00	-121	-005	-0	613	SAFETY SUPPLIES	500.00
1	-1200	-431	-00	-121	-005	-0	346	hauling & freight	1	-1200	-431	-00	-121	-005	-0	431	BLDG & OTHER STRU	1,500.00
																		4,200.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-30177 **2. V.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Melissa Robledo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-14-11

Attachments

2011-PCT#1 SAN (1100

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:51 PM
JC Carreon	JC Carreon	12/14/2011 04:26 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Melissa Robledo Started On: 12/14/2011 02:38 PM

Final Approval Date: 12/16/2011

DATE: December 19, 2011 **MEETING REQUEST DATE:** December 20, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI-

DEPARTMENT NAME: PCT #1 SANITATION

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

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1100	-432	-00	-121	-001	-0	343	LAUNDRY &DRY CLEA	1	-1100	-432	-00	-121	-001	-0	423	SAN CUSTODIAL	354.93
																		354.93

REASON: NEEDED TO COVER FUTURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-30179 **2. W.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Melissa Robledo, 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?: N

BUDGETARY IMPACT:

Funds available as of 12/16/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:52 PM
Ana Galvan	Ana Galvan	12/16/2011 01:19 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Melissa Robledo Started On: 12/14/2011 02:55 PM

Final Approval Date: 12/16/2011

DATE: December 14, 2011 **MEETING REQUEST DATE:** December 20, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 Administration

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	431	BLDG & OTHR STRUC R&M SRV	1	-1200	-431	-00	-121	-004	-0	432	EQUIP & VEH R&M SRV	200.00
1																		
1																		
1																		
1																		
1																		
1																		
1																		
1																		
1																		
																		200.00

REASON: PREPARING FOR PURCHASES AND SERVICES THAT ARE NEEDED.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-30099 **2. X.**

CC CONSENT

Meeting Date: 12/20/2011

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 $9,395.33 as of 12/09/2011
From 890 -----> 411 $150.00
From 890 -----> 421 $100.00
From 890 -----> 622 $2,000.00
From 890 -----> 810 $350.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/09/2011 11:35 AM
Veronica Ortiz	Veronica Ortiz	12/16/2011 08:50 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Yolanda Cisneros Started On: 12/09/2011 10:12 AM

Final Approval Date: 12/16/2011

DATE: December 9, 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 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	411	WATER/SEWERAGE	$150.00
890	OTHER	421	DISPOSAL	$100.00
890	OTHER	622	ELECTRICITY	$2,000.00
890	OTHER	810	DUES & MEMBERSHIPS	$350.00
			TOTAL	$2,600.00

REASON:
Transfer needed for continued operation of the department.

12/9/2011

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-30187 **2. Y.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 San. (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available in the amount of $937.41 as of 12/14/2011

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:56 PM
Veronica Ortiz	Veronica Ortiz	12/16/2011 09:38 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Yolanda Cisneros Started On: 12/14/2011 03:22 PM

Final Approval Date: 12/16/2011

DATE: December 14, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
622	ELECTRICITY	672	EQUIPMENT & VEHCILE R&M SUPPLIES	$300.00
			TOTAL	**$300.00**

REASON:
Transfer needed for funding for expenditures of THE CONTINUED OPERATION OF THE DEPARTMENT .

DEPARTMENT HEAD SIGNATURE

12/14/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-30084 **2. Z.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2011 - Pct. #3 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-123-312-1-731

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

BUDGETARY IMPACT:

Available account balance as of 12-8-11

Attachments

LIT Havana Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/08/2011 02:20 PM
JC Carreon	JC Carreon	12/08/2011 03:29 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Marcie Jackson Started On: 12/08/2011 02:07 PM

Final Approval Date: 12/16/2011

DATE: December 8, 2011

2011
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 1-1312-431-00-123-312-1-731

AI-30084 12/20/11

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
731	HAVANA S/D-ROADS	540	HAVANA S/D-ADVERTISING	$1,436.00
			TOTAL	$1,436.00

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-30087 **2. AA.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2011 - Pct. #3 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-123-488-0-731

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

BUDGETARY IMPACT:

Attachments

LIT Munoz Estates Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/08/2011 02:22 PM
Ana Galvan	Ana Galvan	12/14/2011 04:40 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Marcie Jackson Started On: 12/08/2011 02:13 PM

Final Approval Date: 12/16/2011

DATE: December 8, 2011

2011
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 1-1312-431-00-123-488-0-731

AI-30087 12/20/11

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
731	MUNOZ ESTATES-ROADS	540	MUNOZ ESTATES-ADVERTISING	$1,436.00
			TOTAL	$1,436.00

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-30205 **2. BB.**

CC CONSENT

Meeting Date: 12/20/2011

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-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-15-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/15/2011 08:07 AM
JC Carreon	JC Carreon	12/15/2011 09:36 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Norma Ceballos Started On: 12/14/2011 04:50 PM

Final Approval Date: 12/16/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 12/14/11

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
334	Pct #3 Rd. Maint. - Arch & Eng. Srv.	711	Pct #3 Rd. Maint. - ROW	$ 5,000.00
			TOTAL	**$ 5,000.00**

REASON: Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-30182 **2. CC.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Road 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 12-16-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:54 PM
Veronica Ortiz	Veronica Ortiz	12/16/2011 08:56 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Jr. Munoz Started On: 12/14/2011 03:03 PM

Final Approval Date: 12/16/2011

DATE: 12/19/11 **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
890	Other	339	Other Prof Srv	20,000.00
890	Other	346	Hauling & Freight Services	3,000.00
890	Other	433	R&B R&M Service	5,000.00
890	Other	601	Office & Computer Supplies	300.00
890	Other	626	Gasoline / Diesel	2,300.00
731	Roads	626	Gasoline / Diesel	27,700.00
890	Other	665	Minor Computer Equipment	520.00
890	Other	672	Equip & Veh R&M Supplies	5,000.00
890	Other	673	R&B R&M Supplies	2,000.00
890	Other	739	Other Structures	3,000.00
			TOTAL	68,820.00

REASON: To cover day to day operations.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-30183 **2. DD.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-124-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-14-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:55 PM
JC Carreon	JC Carreon	12/14/2011 04:29 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Jr. Munoz Started On: 12/14/2011 03:06 PM

Final Approval Date: 12/16/2011

DATE: 12/19/11 **AI#** _____

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 1-1100-432-00-124-001-0-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
432	Equip & Veh R&M Srv	442	Equip & Vehicle Rentals	200.00
			TOTAL	200.00

REASON: To cover day to day expenses.

_____
DEPARTMENT HEAD SIGNATURE

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

AI-30184 **2. EE.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/16/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:55 PM
Ana Galvan	Ana Galvan	12/16/2011 01:48 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Jr. Munoz Started On: 12/14/2011 03:07 PM

Final Approval Date: 12/16/2011

DATE: December 14, 2011 **AI#** _____

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

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

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME
432	Equip & Veh R&M Srv	626	Gasoline/Diesel
532	Wireless Devices	626	Gasoline/Diesel
607	Hsehld & Janitorial Sup	626	Gasoline/Diesel
609	Agri & Landscaping Supp	626	Gasoline/Diesel
613	Safety Supplies	626	Gasoline/Diesel
619	Other Misc Supplies	626	Gasoline/Diesel
664	Other Minor Equip	626	Gasoline/Diesel
671	Bldg & Other Stuc R&M	626	Gasoline/Diesel
672	Equip & Veh R&M Supp	626	Gasoline/Diesel
748	Other Equipment	626	Gasoline/Diesel

TOTAL

REASON: **To cover the day to day operations of the Precinct.**

_____
DEPARTMENT HEAD SIGNATURE

_____ / / _____

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

AMOUNT	
$	204.78
$	24.00
$	1.51
$	1,978.61
$	398.93
$	1,313.40
$	863.11
$	146.09
$	567.23
$	1,910.00
$	7,407.66

CLERK

AI-30231 **3. A.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Criminal DA (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Criminal District Attorney in the amount of $8,000.00 to fund court costs and investigations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-00-XXX-002-0-8XX

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

BUDGETARY IMPACT:

Funds pending AI-30224 CC12/20/11.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/16/2011 09:58 AM
Sylvia Solis	Sylvia Solis	12/16/2011 11:05 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Erika Zamora Started On: 12/16/2011 09:54 AM

Final Approval Date: 12/16/2011

DATE: December 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for District Attorney

ACCOUNT NUMBER: 1-1100-41X-00-XXX-002-0-8XX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(8,000.00)
TO			
1-1100-412-00-080-002-0- 831	CRIM DA	COURT COSTS & INVESTIGATION	8,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund court cost expenditures.

SIGNATURE

/ /

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

AI-30227 **3. B.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Sergio Cruz Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Insurance (1100):
Approval of 2011 Interdepartmental transfer from Co. Wide Adm.-Contingency to Insurance in the amount of $14,572.00 to fund insurance claims and property insurance expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-00-1X5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI-30224 Salary Sweep.

Attachments

Interdept trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/16/2011 09:36 AM
Ivan Cantu	Ivan Cantu	12/16/2011 10:15 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Erika Zamora Started On: 12/16/2011 08:51 AM

Final Approval Date: 12/16/2011

DATE: December 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Insurance

ACCOUNT NUMBER: 1-1100-41X-00-1X5-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(14,572.00)
TO			
1-1100-419-00-125-009-0- 521	INSURANCE	PROPERTY INSURANCE	1,297.00
1-1100-419-00-125-009-0- 820	INSURANCE	CLAIMS & JUDGEMENTS NOT COVER	13,275.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund insurance for John Austin Substance Abuse Facility and settlement with Zelinda Mata.**

SIGNATURE

/ /

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

AI-30153 **3. C.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Facilities Managment (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Facilities Management in the total amount of $85,225.92 to fund utlility expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-40-220-001-0-622

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

BUDGETARY IMPACT:

1-1100-415-00-115-002-0-899 --> 1-1100-419-40-220-001-0-622
Funds pending AI-30122 CC 12/20/11.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 10:25 AM
Olga Garza	Olga Garza	12/15/2011 09:48 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Erika Zamora Started On: 12/14/2011 09:35 AM

Final Approval Date: 12/16/2011

DATE: December 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

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

ACCOUNT NUMBER: 1-1100-41X-X0-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(85,225.92)
TO			
1-1100-419-40-220-001-0- 622	FACILITIES MANAGEMENT	ELECTRICITY	85,225.92
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To fund electricity expenditures.**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-30122 **3. D.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Sergio Cruz Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Adm (1100):
Approval of 2011 interdepartmental transfer from Autopsies to Co. Wide Adm-Contingency in the amount of $100,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-4XX-00-XXX-00X-X-8XX

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

BUDGETARY IMPACT:

Funds available as of 12/13/11.

Attachments

interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/13/2011 10:24 AM
Ivan Cantu	Ivan Cantu	12/16/2011 09:01 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Erika Zamora Started On: 12/13/2011 09:26 AM

Final Approval Date: 12/16/2011

DATE: December 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm

ACCOUNT NUMBER: 1-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-421-00-080-003-0- 344	AUTOPSIES	AUTOPSY SERVICES	(100,000.00)
TO			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	100,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To transfer surplus monies into Contingency to fund pending obligations.**

SIGNATURE

/ /

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

AI-30118 **3. E.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct. #1 BCAP (1312):
Approval of 2011 interdepartmental transfer from BCAP Pct.1 Brenda Gay Subdivision, program no. 120, So. Palm Gardens Subdivision, program no. 688, and Chapa No.2 Subdivision, program no. 860, to Pct. 1 BCAP Mid-Valley Estates Subdivision program no. 461 in the total amount of $55,000.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12-16-11.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:47 PM
Ivan Cantu	Ivan Cantu	12/16/2011 09:20 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Marcie Jackson Started On: 12/12/2011 03:28 PM

Final Approval Date: 12/16/2011

DATE: December 12, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

DEPARTMENT NAME: Border Colonia Access Program

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

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

2011

Interdepartmental Transfer

AI-30118 12/20/11

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1312-431-00-121-120-0- 899	BRENDA GAY	CONTINGENCY	(25,000.00)
1-1312-334-30-121-120-0- 000	PCT.1 BCAP III-BRENDA GAY	REVENUE	(25,000.00)
1-1312-431-00-121-688-0- 899	SO. PALM GARDENS EST. NO.2	CONTINGENCY	(10,000.00)
1-1312-334-30-121-688-0- 000	**PCT.1 BCAP III-SO. PALM GARDENS EST. NO.2**	REVENUE	(10,000.00)
1-1312-431-00-121-860-0- 899	CHAPA NO.2	CONTINGENCY	(20,000.00)
1-1312-334-30-121-860-0- 000	PCT.1 BCAP III-CHAPA NO.2	REVENUE	(20,000.00)
TO:			
1-1312-431-00-121-461-0- 733	MID-VALLEY ESTATES	DRAINAGE DITCHES	55,000.00
1-1312-334-30-121-461-0- 000	**PCT.1 BCAP III-MID-VALLEY ESTATES**	REVENUE	55,000.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund completion of project.

SIGNATURE

COMMISSIONERS COURT

____/____/____

DATE

ATTEST, COUNTY CLERK

AI-30132 **3. F.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Pct. 1 Sanitation Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 Sanitation (1100):
Approval of 2011 interdepartmental transfer from Countywide Adm.-Contingency to Pct. 1 Sanitation in the amount of $60,680.00 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-4XX-00-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available pending AI #30122, CC 12-20-11 under Consent agenda.

To fund November invoices for waste management (obj. 350), tire disposal (obj. 421), and fuel (obj. 626). In addition, to partially fund December activity for waste management services (obj. 350)

Attachments

Pct. 1 Sanitation transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	12/13/2011 02:39 PM
Budget & Management	Merlen P. Munoz	12/13/2011 04:12 PM
Erika Zamora	Erika Zamora	12/14/2011 09:43 AM
Auditor's Office	Angela Garcia	12/14/2011 11:50 AM
Ivan Cantu (Originator)	Ivan Cantu	12/14/2011 01:09 PM
Court Administrator	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Ivan Cantu Started On: 12/13/2011 02:21 PM

Final Approval Date: 12/16/2011

DATE: December 20, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Interdepartmental Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 Sanitation

ACCOUNT NUMBER: 1-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1100-415-00-115-002-0- 899	Co. Wide Adm-	Contingency	(60,680.00)
TO:			
1-1100-432-00-121-001-0- 350	Pct. 1 Sanitation-	Other Services	42,570.00
1-1100-432-00-121-001-0- 421	Pct. 1 Sanitation-	Disposal	9,110.00
1-1100-432-00-121-001-0- 626	Pct. 1 Sanitation-	Gasoline/Diesel	9,000.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund November 2011 expenditures for waste management, tire disposal, and fuel. In addition, to partially fund December 2011 activity for BFI Waste Services of Texas (12-1-11 to 12-15-11).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-30145 **3. G.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Norma Ceballos Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2011 interdepartmental transfer from Precinct #3 Rd Maintenance to Precinct #3 Drainage Improvement Project in the amount of $80.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-890

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

BUDGETARY IMPACT:

Available funds as of 12/14/11 are $5,791.00.

Attachments

Interdepartmental Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 10:21 AM
Olga Garza	Olga Garza	12/15/2011 09:43 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Perla Lopez Started On: 12/14/2011 09:18 AM

Final Approval Date: 12/16/2011

INTER-DEPARTMENTAL TRANSFER

DATE: December 20, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management for Precinct #3 R&B (1200)

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-890

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

AI - 30145

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
1-1200-431-00-123-005-0-890	Pct3 Rd Maint-Other	(80.00)
TO:		
1-1200-431-00-123-049-0-250	Pct3 Drain Imprv Prj-Unemployment Comp	80.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund negative balance.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-30229 **3. H.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 4 Sanitation (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 4 Sanitation in the amount of $97,926.49 to fund disposal expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-4XX-00-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI-30224 CC 12/20/11.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/16/2011 09:36 AM
Manuel Chapa	Manuel Chapa	12/16/2011 09:47 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Erika Zamora Started On: 12/16/2011 09:28 AM

Final Approval Date: 12/16/2011

DATE: December 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 4 Sanitation

ACCOUNT NUMBER: 1-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(97,926.49)
TO			
1-1100-432-00-124-001-0- 421	PCT. 4 SANITATION	DISPOSAL	97,926.49
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund disposal expenditures.

SIGNATURE

/ /

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

AI-30230 **3. I.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 4 (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Constable Pct. 4 in the amount of $8,000.00 to fund fuel expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds pending AI-30224 CC12/20/11

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	12/16/2011 09:51 AM
Budget & Management	Merlen P. Munoz	12/16/2011 09:55 AM
Rosalinda Cantu	Rosie Cantu	12/16/2011 10:07 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Erika Zamora Started On: 12/16/2011 09:34 AM

Final Approval Date: 12/16/2011

DATE: December 20, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Pct. 4

ACCOUNT NUMBER: 1-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(8,000.00)
TO			
1-1100-421-00-294-001-0- 626	CONSTABLE PCT. 4	GASOLINE/DIESEL	8,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
To fund fuel expenditures through year end.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-30185 **4. A.**

CC CONSENT

Meeting Date: 12/20/2011

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

Pct 1 Cert Plat & Utility Status 12-20-11

Pct 1 Water Service Availability 12-20-11

Pct 2 & 4 Cert Plat & Utility Status 12-20-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:56 PM
Olga Garza	Angela Garcia	12/16/2011 09:41 AM
Dale Kennan	Dale Kennan	12/16/2011 09:54 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Irma Castillo Started On: 12/14/2011 03:16 PM

Final Approval Date: 12/16/2011

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ALEX SILVA	1-8509
2.	ESAU LOPEZ	1-6292
3.	ELISEO LOPEZ	1-8484
4.	RAQUEL ROBLES	1-8386
5.	DANIEL BECERRA	1-8259
	COMM. COURT: DECEMBER 20, 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: 1-8509

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: Alex Silva

Address: 2605 Orizaba St
Weslaco, Tx
78596

Phone: 956) 376-8329

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		45474
Date Approved:	1 1	12 / 12 / 2011

Water Supplier: NA WSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Eagles Nest Phase 3 Block #7, Lot #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 08-14-07);

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 Gilbert Reyna);

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 Gilbert Reyna);

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: 1-8509

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: Alex Silva

Address: 2605 Orizaba St
Weslaco, TX 78596

Phone: 956 376-8329

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

Eagles Nest Phase #3 Block 7, 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

Requesting Party (Signature)

12/14/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Permit

This part to be filled out by receiving county official:

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

12/14/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8509
Dec. 9, 2011

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

E0155-03-007-0007-00

[1] OWNER: SILVA , ALEX
2605 ORIZABA ST
WESLACO TX 78596

Telephone No. 376-8329

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,000 Sq. Ft.

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
EAGLE'S NEST UNIT 3 LOT 7 BLK7

LOCATION: 0 MILE 6 & MILE 10

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 25' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE TOP OF CURB

Prepared by — Date: 12/09/11

Approved by: Jonathan Tricker — Date: 12/22/11

X _____ — Signature of Owner or Applicant — Date: X 12-09-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 1

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.

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: **May 6, 2010**

Grantor: **TONY BARBOSA and wife, LIDIA BARBOSA**

Grantor's Mailing Address: **P. O. Box 677**
Helotes, Texas 78023
Bexar County

Grantee: **ALEX SILVA**

Grantee's Mailing Address: **2605 Orizaba Street**
Weslaco, Texas 78596
Hidalgo County

Consideration:

Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of TWENTY THOUSAND AND NO/100THS DOLLARS ($20,000.00), payable to the order of TONY BARBOSA and wife, LIDIA BARBOSA, and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity 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 MIGUEL D. WISE, Trustee.

Property (including any improvements):

Lot Seven (7), Block Seven (7), Eagle's Nest Estates Subdivision, Unit III, Farm Tract 213 of the West and Adams Tract Subdivision, recorded in Volume 53, Pages 170-171 of the Map Records in the Office of the County Clerk, Hidalgo County, Texas, reference is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. **Restrictive Covenants dated September 5, 2007, filed September 12, 2007 under Document Number 1805075, Official Records and Volume 53, pages 170-171, Map Records and Volume 53, Pages 170-171, Map Record Hidalgo County, Texas.**
2. **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;
3. **SUBJECT TO** all mineral reservations, oil and gas leases, water rights, easements and building restrictions and conditions, if any, of record;
4. **SUBJECT TO** the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property;
5. **Visible and apparent easements on or across the property herein described.**
6. **Taxes for the current year and all subsequent years and any and all other assessments made based on change in land usage.**

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

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

Grantee, by his acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that he/she/they has/have no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty, or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property, or any portion thereof, and Grantor hereby expressly disclaims any and all implied warranties, including, without limitation, implied warranties of condition, merchantability, habitability, fitness for a particular purpose, or with respect to the value, profitability or marketability of the Property.

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

NO TITLE EXAMINATION OR TAX EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY

MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY.

Tony Barbosa
TONY BARBOSA

Lidia Barbosa
LIDIA BARBOSA

STATE OF TEXAS §
§ **(Acknowledgment)**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 10th day of May 2010, by **TONY BARBOSA** and **LIDIA BARBOSA.**

{SEAL}

MARY DORIS SALAZAR
Notary Public, State of Texas
My Commission Expires
July 25, 2012

Mary Doris Salazar
NOTARY PUBLIC, **STATE OF TEXAS**

My Commission Expires: July 25, 2012

AFTER RECORDING, RETURN TO:

MIGUEL D. WISE, P.C.
3516 EAST EXPRESSWAY 83, SUITE A
WESLACO, TEXAS 78596

FILE: 10.252

PREPARED IN THE LAW OFFICE OF:

MIGUEL D. WISE, P.C.

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: 1-6292

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:		RX15704 Septic
Date Approved:	/ /	12 / 9 / 2011

Name: Esau Lopez

Address: P.O Box 411
La Blanca Tx
78558

Phone: 292-6846

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: La Blanca Estates Lot #30,

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 9-27-1983);

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

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

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 J.M.L.);

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

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: 1-6292

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: Esau Lopez

Address: P.O BOX 411
La Blanca Tx 78558

Phone: 292-6846

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

La Blanca Est. 1st # 30

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Esau Lopez — Requesting Party (Signature)

11/03/11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

12/23/11 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-6292
Apr. 2, 2009

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

L0540-00-000-0030-00

[1] OWNER: LOPEZ, ESAU

P.O. BOX 411
LA BLANCA TX 78558-1261
Telephone No.

[2] CONTRACTOR:

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES NEW ZONE AE

[7] LEGAL DESC./NAME OF SUBDIVISION
LA BLANCA ESTATES LOT 30

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,800

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS FRONT 25' REAR 15'
SIDES 6'

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: LO
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.

Hidalgo County
real property official records search

Monday, February 14, 2011

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Place your cursor on the buttons below and a description of what each button is used for will appear.

Back to the search page

Printing Instructions

Recorded On:2007-Jan-02 As:1704522

1704522

GENERAL WARRANTY DEED

Date: December 29, 2006

Grantors: Guadalupe Sanchez, Jr., and Wife Rosa Maria P. Sanchez

Grantor's Mailing Address (including County):

P.O. Box 1261
La Blanca, Hidalgo County, Texas 78558

Grantee: Esau Lopez

Grantee's Mailing Address (including County):

P.O. Box 411
La Blanca, Hidalgo County, Texas 78558

Consideration: Ten Dollars ($10.00) and NO/Cents.

Property (including any improvements):

Lot 30, LA BLANCA ESTATES SUBDIVISION, a subdivision in Hidalgo County, Texas, per Map or Plat thereof recorded in Volume 23, Page 130, Map Records, Hidalgo County, Texas.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantors bind Grantors and Grantors' 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.

_____ + _____ + _____

(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. Chapter 11, Sec. 11.008, Texas Property Code)

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

Hidalgo County
real property official records search

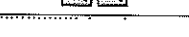
Monday, February 14, 2011

Home | Free Search | Counties | Search Help | Support | Contact Us | Account Information | Logout

Place your cursor on the buttons below and a description of what each button is used for will appear.

Back to the search page

Printing Instructions



Recorded On: 2007 Jan 02 As: 1704522

(Seller) Guadalupe Sanchez, Jr.

(Seller) Rosa Maria P. Sanchez

* ACKNOWLEDGMENT *

STATE OF TEXAS *

COUNTY OF HIDALGO*

Before me, the undersigned authority, on this day personally appeared Guadalupe Sanchez, Jr. and Rosa Maria P. Sanchez, and this instrument was acknowledged before me on the 29th day of December, 2006.

DORA DENISE GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 6, 2009

Notary Public, State of Texas

SEAL

Dora Denise Gonzalez.
Notary's Name (printed)

2/6/2009
Notary's Commission expires

After recording return to:
Esau Lopez
P.O. Box 411
La Blanca, Texas 78558

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: 1-8484

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: Eliseo Lopez

Address: 1914 Leanne Dr.
Donna, TX 78537

Phone: 973-5055

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

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: 259762-001

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: Lot 22 - Texas Valley Estates #3 - Donna TX ,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-27-1997);

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

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 JM);

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 JM);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: L8484

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: Eliseo Lopez

Address: 1914 Leanne Dr.
Donna, TX 78537

Phone: 956-973-5055

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

Lot #22 - TX Valley Estates #3, Donna, TX

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

Eliseo Lopez — Requesting Party (Signature)

4/28/2011 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

12/12/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8484
Nov. 28, 2011

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

T2662-03-000-0022-00

[1] OWNER: LOPEZ , ELISEO
1914 LEANNE LN.
DONNA TX 78537

Telephone No. 973-5055

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,805 Sq. Ft.

[6] USE OF BUILDING: NEW RES.

[7] LEGAL DESC./NAME OF SUBDIVISION
TEXAS VALLEY ESTATES #3 LOT 22
C-25

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

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

[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 40' SIDES 6'
18"ABOVE NATURAL

Prepared by — Date 11-28-11

Approved by — Date 11-10-11

Signature of Owner or Applicant — Date 11/28/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ____NO ____ BFE

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

[NOTICE]

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

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

Charge to: VLTC
GF No. 125,593

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

Date: July 11, 2011

Grantor: MARIA D. HEREBIA A/K/A MARIA HEREBIA

Grantor's Address: 1912 Leanne Lane, Donna, Hidalgo County, Texas 78537

Grantee: ELISEO LOPEZ

Grantee's Address: 206 Martha, Weslaco, Hidalgo County, Texas 78596

Consideration: TEN DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged,

Property (including any improvements): All of Lot 22, TEXAS VALLEY ESTATES #3, an Addition to the City of Donna, Hidalgo County, Texas, according to the map recorded in Volume 32, Page 148, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Exceptions to Conveyance and Warranty:
Restrictive covenants dated August 27, 1997, filed September 4, 1997 under Document Number 621427, Official Records and Volume 32, Page 148, 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.

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

Minimum floor elevations, setback lines, utility easements and restrictions as shown on the map of Texas Valley Estates #3, recorded in Volume 32, Page 148, Map Records of Hidalgo County, Texas.

Agreement by and between Texas Eastern Transmission Corporation and Brook Rogers as shown by instrument dated April 15, 1960, recorded in Volume 249, Page 626, Oil and Gas Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A. W. Gregg, Jr., Trustee to Strike Resources, dated December 8, 1976, recorded in Volume 377, Page 784, Oil and Gas Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.W. Gregg, Jr., Trustee to Palo Blanco Oil and Gas Company, dated January 21, 1999, filed January 27, 2000 under Document Number 841032, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated August 25, 1975, recorded in Volume 1455, Page 422, Deed Records of Hidalgo County, Texas.

Visible and apparent easements on or across the property herein described.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Taxes for the year 2011, and subsequent years, the payment of which Grantee assumes.

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.

MARIA D. HEREBIA A/K/A MARIA HEREBIA

ACCEPTED BY GRANTEE:

ELISEO LOPEZ

(ACKNOWLEDGMENTS)

State of Texas

County of Hidalgo

This instrument was acknowledged before me on the 12th day of July, 2011, by **MARIA D. HEREBIA A/K/A MARIA HEREBIA.**

ZULEMA OCHOA
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-12-2013

Notary Public, State of Texas

State of Texas

County of Hidalgo

This instrument was acknowledged before me on the 12th day of July, 2011, by **ELISEO LOPEZ.**

ZULEMA OCHOA
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-12-2013

Notary Public, State of Texas

After recording, return to:
ELISEO LOPEZ
206 Martha
Weslaco, TX 78596

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: 1-8387

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:		1272
Date Approved:	1 1	12 16 2011

Name: Raquel Robles

Address: PO Box 1784
Elsa TX 78543

Phone: 956-970-2744

Water Supplier: NAWSC

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

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

regarding the land described as: Campana Ph. #3 lot #2 Blk #1 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5/29/07);

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 Gilbert Pecina);

N/A 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 J.G.G.);

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 J.G.G.);

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

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: 1-8386

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: Raquel Robles

Address: PO Box 1784
Elsa TX 78543

Phone: 956-970-2744

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

Campana #3 Lot # 2 Blk # 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

Raquel Robles — Requesting Party (Signature)

12/12/11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

12/05/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8386
Aug. 29, 2011

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

C0740-03-001-0002-00

[1] OWNER: ROBLES , ALBERTO
P.O BOX 1784
ELSA TX 78543

Telephone No. 739-8578

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 4,187 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CAMPANA PH 3 LOT 2 BLK 1
X-25

LOCATION: 0 88 & MILE 15 1/2

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $210,000

[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 25' SIDE 10' NORTHSIDE 15'
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.

Doc-1852349

CHARGE TO: VLTC
GF# 110613

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: January 9, 2008

Grantor: CAMPANA LAND CO.

Grantor's Mailing Address:

P.O. Box 36
La Villa, TX 78562
Hidalgo County

Grantee: ALBERTO ROBLES and RAQUEL ROBLES, husband and wife

Grantee's Mailing Address:

P. O. Box 1784
Elsa, TX 78543
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWENTY-THREE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS ($23,850.00). 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 TERRY D. KEY, trustee.

Property (including any improvements):

Lot 2, Block 1 CAMPANA SUBDIVISION PHASE III, an Addition to the City of Elsa Hidalgo County, Texas, according to map thereof in Volume 53, Page 108, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive covenants of record dated November 19, 2007, filed November 28, 2007 under Document Number 1830475, Official Records and Volume 53, Page 108, Map Records of Hidalgo County, Texas, but omitting any covenants or restrictions 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. Annual maintenance charge and/or current assessments as set forth in instrument dated November 19, 2007, filed November 28, 2007 under Document Number 1830475, Official Records of Hidalgo County, Texas.

3. Blanket easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.
4. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Campana Subdivision Phase III, recorded in Volume 53, Page 108, Map Records of Hidalgo County, Texas.
5. Easements fro roadways, canals, drainage ditches, etc., in favor of American Rio Grande Land & Irrigation Company as shown by instrument dated June 10, 1919, recorded in Volume 87, Page 217, Deed Records of Hidalgo County, Texas.
6. All oil, gas and other minerals have been heretofore reserved by prior grantors as set forth in Deed dated December 22, 1949, recorded in Volume 677, Page 622 and Deed dated January 18, 1973, recorded in Volume 1349, Page 979, Deed Records of Hidalgo County, Texas.
7. Terms, stipulations and conditions contained in a Non-Drilling Agreement, dated January 18, 1973, recorded in Volume 1349, Page 979, Deed Records of Hidalgo County, Texas.
8. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by John Lewie Hoyt and wife, Jewell Ruth Hoyt to Hale Schaleben, dated August 4, 1955, recorded in Volume 177, Page 275, Oil and Gas Records of Hidalgo County, Texas. Said lease was assigned to Gulf Oil Crop. By instrument dated August 9, 1955, recorded in Volume 177, Page 277, Oil and Gas Records of Hidalgo County, Texas.
9. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by John Lewie Hoyt and wife, Jewell Ruth to G. A. Gacke, dated May 6, 1965, recorded in Volume 298, Page 202, Oil and Gas Records of Hidalgo County, Texas. Said lease was assigned to Humble Oil & Refining Co. By instrument dated July 6, 1965, recorded in Volume 304, Page 814, Oil and Gas Records of Hidalgo County, Texas.
10. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Jimmie M. Hoyt to Trinity Royalty Company, dated October 29, 1997, filed January 23, 1998 under Document Number 650136, Official Records of Hidalgo County, Texas.
11. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Katherine Peay Hoyt to Coastal Oil & Gas USA, L.P., dated December 1, 2000, filed January 31, 2001 under Document Number 939588,Official Records of Hidalgo County, Texas.
12. Visible and apparent easements on or across the property herein described.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is

fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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.

CAMPANA LAND CO.

BY: _____
W. GLEN BELL, JR.
ITS: President/Secretary

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on Jan. 21, 2008, by W. GLEN BELL, JR., President/Secretary of CAMPANA LAND CO., a Texas corporation, on behalf of said corporation.

RACHEL TORRES
Notary Public, State of Texas
My Commission Expires
April 30, 2009

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
AFTER RECORDING, RETURN TO:
Anita G. Lozano
Jones, Galligan, Key & Lozano, L.L.P.
2300 West Pike Boulevard, Suite 300
Post Office Drawer 1247
Weslaco, Texas 78599-1247
Tel: (956) 968-5402
Fax: (956) 968-6089

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: 1-8259

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:		1268
Date Approved:	/ /	12/14/2011

Name: Daniel Becerra

Address: 14321 N Mile 4 West
Weslaco, TX 78596

Phone: (956) 463 1263

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[V] Temporary Pole [ ] Permanent Service

regarding the land described as: El Nido Lot 24,

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 9/16/97);

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

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

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 JRL);

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

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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956-205-7049

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

Precinct (1) 2 3 4

Application No: I-8259

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: Daniel Becerra

Address: 14321 mile 4 N

Weslaco, Tx 78596

Phone: (956) 463 1263

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

El Nido lot #24

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Daniel Bec
Requesting Party (Signature)

8/15/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

12/14/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8259
Aug. 15, 2011

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

E4500-00-000-0026-00

[1] OWNER: BECERRA, DANIEL
RR 1 BOX 483O

WESLACO TX 78596-8753
Telephone No. 463-1263

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,980 Sq. Ft.

[6] USE OF BUILDING: RES C-25

[7] LEGAL DESC./NAME OF SUBDIVISION
EL NIDO LOT 26

LOCATION: 0 FM 88 & MILE 14 1/2

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

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

[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 15' SIDES 6'
FINISH FLOOR ELEV 18"ABOVE TOP OF CURB

Prepared by — Date: 8-15-11

Approved by — Date: 8-2-11

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: December 7, 1999

Grantor: JACK P. DYER and RICHARD S. TALBERT, each owning, claiming and occupying other property as their homestead

Grantor's Address: 612 S. Texas, Weslaco, Hidalgo County, Texas 78596-6222

Grantee: DANIEL BECERRA, a single man

Grantee's Address: Rt. 1, Box 483-O, Weslaco, Hidalgo County, Texas 78596

Consideration: TEN DOLLARS ($10.00) and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of FOURTEEN THOUSAND SEVEN HUNDRED DOLLARS ($14,700.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to RICHARD S. TALBERT, Trustee.

Property: Lot Twenty-six (26), EL NIDO Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 32, Page 162, Map Records, Hidalgo County, Texas.

Reservations From and Exceptions to Conveyance and Warranty:

1. Prior reservation of all oil, gas and other minerals in, under or that may be produced from the property.
2. Easements, rules, regulations and rights in favor of Hidalgo & Cameron Counties Irrigation District No. 9.
3. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
4. Visible easements or claims of easements not recorded in the public records.
5. Zoning Ordinances of the City of Weslaco, Hidalgo County, Texas.
6. Building Restrictions recorded under Document No. 642562, Official Records of Hidalgo County, Texas.
7. Taxes for 2000 and subsequent years, the payment of which Grantee assumes.
8. A lien securing a promissory note in the original principal amount of $240,000.00, which is described in and secured by a deed of trust recorded under Document No. 487486 in the Official Records of Hidalgo County, Texas. Grantee does not assume payment of the note or liability under any instrument securing it. Grantor agrees to obtain a partial release of such lien upon payment in full of the note hereby secured.

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.

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.

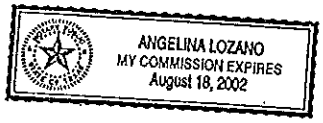
Richard S. Talbert

RICHARD S. TALBERT, Individually and as Attorney-in-Fact for JACK P. DYER

(Acknowledgment)

State of Texas

This instrument was acknowledged before me on 7th day of December, 1999, by RICHARD S. TALBERT, Individually and as Attorney-in-Fact for JACK P. DYER.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. Daniel Becerra
Rt. 1, Box 483-O
Weslaco, TX 78596

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	SANTOS CERDA	1-8485
2.	MARIO FLORES	1-8336
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT:DECEMBER 20, 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
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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: 1-8485

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:		1321
Date Approved:	/ /	12/14/2011

Upon the application of:

Name: Santos Cerda

Address: 5348 Old LA Blanca Rd, Donna, TX 78537

Phone: 532-2140 or 973-5055

Water Supplier: North Alamo Water

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

Account/ESI No.: 220329-002

[X] Temporary Pole [ ] Permanent Service

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

A.0.916 acre tract of Land out of S. 7.30 Acres of the North 8.91 acres of Block 23, LA Blanca "B" Subdivision,

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

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

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

-OR-

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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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: 1-8485

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 Santos R. Cerda,

Known to me [*or* proved to me in the oath of TX ID 17535209 *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:

A 0.916 Acre Tract out of the S. 7.3 Acres of the N. 8.91 Acres of Block 23 La Blanca "B" Subd.

[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 30 of November 2011, to certify which, witnesses my hand and seal of office.

ESMERALDA VASQUEZ
MY COMMISSION EXPIRES
May 1, 2012

Esmeralda Vasquez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8485
Nov. 28, 2011

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

L0450-00-023-0000-11

[1] OWNER: LOPEZ, ELOY & CYNTHIA
RR 1 BOX 178

DONNA TX 78537-9690
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,779 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE C-25

[7] LEGAL DESC./NAME OF SUBDIVISION
LA BLANCA "B"-S7.30AC-N8.91AC
BLK 23 7.30AC NET

LOCATION: 0 OLD LA BLANCA

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $200,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:15' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND

Prepared by _____ 11-28-11 Date

Approved by _____ 8-16-11 Date

Signature of Owner or Applicant _____ 11/28/11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0175 C Pct: 1

Community No.: 480534

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.

GIFT DEED

Date: **April 4, 2011**

Grantor: **ELOY LOPEZ and wife, CYNTHIA LOPEZ**

Grantor's Address: **5348 Old La Blanca Road, Donna, Hidalgo County, TX 78537**

Grantee: **LAURA ADRIANA LOPEZ CERDA and spouse, SANTOS ROEL CERDA**

Grantee's Address: **5348 Old La Blanca Road, Donna, Hidalgo County, TX 78537**

Consideration: **For the love and affection we have for our daughter and son-in-law, Grantee herein**

Property (including any improvements): **A 0.916 acre tract of land out of the South 7.30 acres of the North 8.91 acres of Block 23, La Blanca "B" Subdivision, La Blanca and Llano Grande Grants. Said 0.916 acre tract of land being more particularly described by metes and bounds as follows:**

BEGINNING at a point on the West line of Block 23, and on the East R.O.W. line of a 60 foot County Road for the Northwest corner of this tract, said point bears South, 107.23 feet from the Northwest corner of Block 23,

THENCE, East a distance of 210.00 feet to a point for the Northeast corner of this tract;

THENCE, South a distance of 190.00 feet to a point of the Southeast corner of this tract;

THENCE, West a distance of 210.00 feet to a point on the West line of Block 23, and on the East R.O.W. line of a 60.00 foot County Road for the Southwest corner of this tract;

THENCE, North along the West line of Block 23, and the East R.O.W. line of said 60.00 foot County Road, a distance of 190.00 feet to the POINT OF BEGINNING, and containing 0.916 of an acre of land more or less.

Other Reservations from and Exceptions to Conveyance and Warranty:

1. **Easements and reservations as shown according to the map and plat thereof recorded in Volume "Y", Pages 469 and 471, Deed Records, Hidalgo County, Texas.**
2. **Zoning and Building Ordinances in favor of Hidalgo County, Texas.**
3. **Statutory rights, rules, regulations, easements and liens in favor of Donna Irrigation District, Hidalgo County #1.**
4. **Right of Way Easement recorded in Volume 938, Page 103, Deed Records, Hidalgo County, Texas.**
5. **Right of Way Easement recorded in Volume 656, Page 94, Deed Records, Hidalgo County, Texas.**
6. **The rights of adjacent property owners and the public to ingress and egress along the**

Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and 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 forever, by, through or under Grantor, but not otherwise, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

The Property is conveyed to Grantee as Grantee's sole and separate property.

WITH THE EXCEPTION OF THE WARRANTY OF TITLE SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE PROPERTY, THE FITNESS OR CONDITION OF THE PROPERTY FOR ITS INTENDED USE, COMPLIANCE WITH APPLICABLE LAW, RULES, REGULATIONS, ORDERS OR ORDINANCES OF GOVERNMENTAL AUTHORITY OR APPLICABLE INDUSTRY CODES, ACTUAL LOCATION OF IMPROVEMENTS, OR UTILITY EASEMENTS OR UTILITY LINES OR OTHERWISE WITH RESPECT TO THE PROPERTY. THE PROPERTY IS CONVEYED IN AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS.

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

ELOY LOPEZ

CYNTHIA LOPEZ

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 4th day of April, 2011, by **ELOY LOPEZ.**

RICHARD S. TALBERT
Notary Public,
State of Texas
Comm. Exp. 08-02-13

Notary Public, State of Texas

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 4th day of April, 2011, by **CYNTHIA LOPEZ.**

RICHARD S. TALBERT
Notary Public,
State of Texas
Comm. Exp. 08-02-13

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mrs. Laura Adrian Lopez Cerda
Mr. Santos Roel Cerda
5348 Old La Blanca Road
Donna, TX 78537

2252

Prepared by the State Bar of Texas for use by lawyers only.
Revised 10-85.
© 1985 by the State Bar of Texas

WARRANTY DEED
(Long Form)

Date: December 17, 1990

Grantor: Jose Luis Aparicio and wife Ursula Aparicio

Grantor's Mailing Address (including county): 1015 S. Nebraska Avenue
Weslaco, Hidalgo County, Texas 78596

Grantee: Eloy Lopez and wife Cynthia Lopez

Grantee's Mailing Address (including county): Rt 1, Box 178 A1
Donna, Hidalgo County, Texas 78537

Consideration: Ten Dollars($10.00) and other valuable consideration.

operty (including any improvements):
A 0.916 acre tract of land out of the South 7.30 acres of the North 8.91 acres of Block 23, La Blanca "B" Subdivision, La Blanca and Llano Grande Grants. Said 0.916 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point on the West line of Block 23, and on the East R.O.W. line of a 60 foot County Road for the Northwest corner of this tract, said point bears South, 107.23 feet from the Northwest corner of Block 23,

THENCE, East a distance of 210.00 feet to a point for the Northeast corner of this tract;

THENCE, South, a distance of 190.00 feet to a point of the Southeast corner of this tract;

THENCE, West a distance of 210.00 feet to a point on the West line of Block 23, and on the East R.O.W. line of a 60.00 foot County Road for the Southwest corner of this tract; THENCE, North along the West line of Block 23, and the East R.O.W. line of said 60.00 foot County Road, a distance of 190.00 feet to the POINT OF BEGINNING, and containing 0.916 of an acre of land more or less.

Reservations from and Exceptions to Conveyance and Warranty:

A. Easements and reservations as shown according to the map and plat thereof recorded in Volume "Y", Pages 469 and 471, Deed Records, Hidalgo County, Texas.

B. Zoning and Building Ordinances in favor of Hidalgo County, Texas.

C. Statutory rights, rules, regulations, easements and liens in favor of Donna Irrigation District, Hidalgo County #1.

D. Right of Way Easement recorded in Volume 938, Page 103, Deed Records, Hidalgo County, Texas.

E. Right of Way Easement recorded in Volume 656, Page 94, Deed Records, Hidalgo County, Texas.

F. The rights of adjacent property owners and the public to ingress and egress along the roadway that lies on subject property.

G. All of the Oil, Gas and Other Minerals in and under the herein described property reserved in instrument recorded in Volume 923, Page 381, Deed Records, 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, reference to which instrument is here made for all purposes. Title to said interest has not been investigated subsequent to the date of aforesaid instrument.

H. Visible and apparent easements on or across subject property.

I. Rights of Parties in Possession.

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

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

Jose Luis Aparicio

JOSE LUIS APARICIO

Ursula Aparicio

URSULA APARICIO

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the 17th day of December, 19 90,
by Jose Luis Aparicio and Ursula Aparicio

Amelia Guzman

Notary Public, State of Texas
Notary's name (printed): Amelia Guzman
Notary's commission expires: 04/16/94

AMELIA GUZMAN
MY COMMISSION EXPIRES
April 16, 1994

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by
of
a corporation, on behalf of said corporation.

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: 1-8336

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

Upon the application of:

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

Name: Mario Flores

Address: 5682 Mile 11 N.
Mercedes, TX
Campacuas Lot 3 Block 100

Phone: 975-0086

Water Supplier: N. Alamo Water Supply

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

Account/ESI No,: 246462-002

[√] Temporary Pole [ ] Permanent Service

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

Campacuas lot # 3 Blk # 100

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

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

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

-OR-

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

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

Precinct (1) 2 3 4

Application No: I-8336

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

Mario Flores ,

Known to me [*or* proved to me in the oath of _____ *or* through TXDL 12249732 (*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:

Campacuas Lot 3 Block 100 ."

[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 10/27, 20 11, to certify which, witnesses my hand and seal of office.

Raymundo Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

RAYMUNDO MEDINA
Notary Public, State of Texas
My Commission Expires
March 07, 2013

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8336
Aug. 16, 2011

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

C0700-00-100-0003-14

[1] OWNER: FLORES , MARIO A.
5662 MILE 11 N.
MERCEDES TX 78570

Telephone No. 975-7918

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: COMM. ADDITION
25-RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 2,500 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CAMPACUAS S431.09'-N751.09'-E1
16'-W440' LOT 3 BLK 100 1.15AC
NET/ X-25

LOCATION: 0 MILE 11 & 1 1/2 E.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $159,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG.
FRONT 50' REAR 15' SIDES 6'
18" ABOVE NATURAL GROUND

Prepared by — Date: 9-15-11

Approved by — Date: 9/15/11

Signature of Owner or Applicant — Date: 09, 15, 2011

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 1

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.

1796988

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.

GIFT WARRANTY DEED

Date: August 17, 2007

Grantor: ROBERTO AVILA and wife, IRASEMA AVILA

Grantor's Address: Rt. 1, Box 196-0, Mercedes, Hidalgo County, Texas 78570

Grantee: DELDA AVILA and MARIO A. FLORES

Grantee's Address: 5662 Mile 11 N., Mercedes, Hidalgo County Texas 78570

Consideration: The love and affection which we have for them.

Property (including any improvements):

All of our right, title and interest to the following described property to-wit:

A tract of land out of Lot 3, Block 100, CAMPACUAS ADDITION, Hidalgo County, Texas according to map thereof recorded in Volume 1, Page 2, Map Records of Hidalgo County, Texas; said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch rebar set for the Northeast corner of this tract of land and lying West 880.00 feet, and South 320.00 feet from the Northeast corner of Lot 3, Block 100;

THENCE, South 431.09 feet to a ½ inch rebar set for the Southeast corner;

THENCE, West 116.00 feet to a ½ inch rebar set for the Southwest corner;

THENCE, North 431.09 feet to a ½ inch rebar for the Northwest corner;

THENCE, East 116.00 feet to a ½ inch rebar being the Northeast corner of this tract of land, the point of beginning of this description, and containing 1.15 acres, more or less.

Tract II:

A tract of land out of Lot 3, Block 100, CAMPACUAS ADDITION, Hidalgo County, Texas according to map thereof recorded in Volume 1, Page 2, Map Records of Hidalgo County, Texas; said tract of land being more particularly described by metes and bounds as follows:

For the place of beginning, and for the Northwest corner hereof, an iron pin set in the North line of Lot 3, Block 100, at a distance of 324 feet East of the Northwest corner of said Lot Three;

THENCE, South along the West line of this survey, and parallel with the West line of Lot Three, for a distance of 20.0 feet to an iron pin set in the South Right of Way line of a paved Public Road (Mile 11 North);

THENCE, continuing South along the West line of this conveyance and parallel with the West line of Lot 3, for a distance of 300.00 feet to an iron pin set for the Southwest of this survey;

THENCE, 90 Degrees to the left, or East, along the South line of this conveyance, and parallel with the North line of Lot 3, Block 100, for a distance of 116.0 feet to an iron pin set for the Southeast corner hereof;

THENCE, 90 Degrees to the left, or North, along the East line of this conveyance, and parallel with the West line of Lot 3, Block 100, for a distance of 300.0 feet to an iron pin set in the South Right of Way line of aforementioned public Road (Mile 11 North);

THENCE, continuing North for a distance of 20.0 feet to an iron pin set in the North line of Lot 3 at a distance of 440.00 feet East of the Northwest corner of said Lot Three; for the Northeast corner of this conveyance;

THENCE, 90 Degrees to the left, or West, along the North line of Lot 3, and along the North line of this conveyance, for a distance of 116.0 feet, to the place of beginning, and for a closure, and containing 0.852 acres, more or less.

SAVE AND EXCEPT, and there is hereby reserved unto Grantors, their heirs and assigns, all oil, gas, and other minerals not previously reserved in and under and that may be produced from the above described property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals and removing the same therefrom.

Reservations from and Exceptions to Conveyance and Warranty:

1. Easements as reserved in Deeds executed by American Rio Grande Land and Irrigation Company, recorded in Volume 9, Page 449 and Volume 30, Page 460, both in the Deed Records of Hidalgo County, Texas.

2. Right of Way Easement dated July 12, 1961, from Francisco Medrano to Hidalgo County, recorded in Volume 1013, Page 86, Deed Records of Hidalgo County, Texas. (as to Tract Two)

3. Right of Way Easement dated October 28, 1988, from Domingo Medrano to North Alamo Water Supply Corporation, recorded in Volume 2671, Page 13, Official Records of Hidalgo County, Texas.

4. Road easement along the North side of Tract Two as shown on plat recorded in Volume 1, Page 2, Map Records of Hidalgo County, Texas.

5. Easements, rights, rules, and regulations in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.

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

7. Oil and Gas Lease dated May 18, 1979, from Francisco Medrano and wife, Maria Medrano to Southport Exploration, Inc., recorded in Volume 383, Page 71, Oil and Gas Lease Records of Hidalgo County, Texas.

8. Oil, Gas and Mineral Lease dated April 26, 2005, from Domingo Medrano and wife, Rachel Medrano to Suemaur Exploration and Production, LLC, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on May 3, 2005, under Clerk's File No. 1466767.

9. One-half (1/2) of all oil, gas, and other minerals reserved and/or conveyed in Deeds recorded in Volume 581, Page 184, Deed Records of Hidalgo County, Texas.

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

11. Grantee herein assumes and agrees to pay all taxes assessed against the property for the year 2007.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, gives, 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.

Roberto Avila
ROBERTO AVILA

Irasema Avila
IRASEMA AVILA

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 17th day of AUGUST, 2007 by ROBERTO AVILA and IRASEMA AVILA.

Notary Public, State of Texas

AZENETH ACEVEDO
Notary Public
State of Texas
Commission Expires
08-16-2010

After recording, return to:
Delda Avila &
Mario A. Flores
5662 Mile 11 N.
Mercedes, Texas 78570

3.50

The State of Texas,
County of HIDALGO

5637
Know All Men by These Presents:

That We, Francisco Medrano and wife, Maria Medrano

of the County of Hidalgo State of Texas for and in consideration of the sum of Ten ($10.00) and other good and valuable consideration DOLLARS to us in hand paid by Domingo Medrano as follows:

Cash, receipt of which is acknowledged and confessed.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Domingo Medrano of the County of Hidalgo State of Texas all that certain

BEING AN 0.852 ACRE TRACT, PART OR PARCEL OF LAND SITUATED IN, AND FORMING A PART OF LOT THREE (3), BLOCK ONE-HUNDRED (100), OUT OF THE CAPISALLO SUBDIVISION OF LANDS IN LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED WITH METES AND BOUNDS, AS FOLLOWS, TO-WIT:

For the place of beginning, and for the NORTH-WEST corner here-of, an iron pin set in the North line of LOT 3, Block 100; at a distance of 324 feet EAST of the NORTH-West corner of said Lot Three; Thence SOUTH, along the West line of this survey, and parallel with the WEst Line of Lot Three, for a distance of 20.0 feet to an iron pin set in the SOUTH-RIGHT-OF-WAY line of a paved Public road (Mile 11 NORTH); Thence continuing South along the West line of this convey-ance and parallel with the West line of Lot 3, for a dis-tance of 300.0 feet to an iron pin set for the South-West

of this survey; thence 90 degrees to the left, or EAST, along the South line of this conveyance and parallel with the WEST line of Lot 3, for a distance of 300.0 feet to an iron pin set for the SOUTH-WEST corner of this survey; then 90 degrees to the left, or EAST, along the South line of this conveyande, and parallel with the North line of Lot Three, Block 100, for a distance of 116.0 feet to an iron pin set for the SOUTH-EAST corner here-of; thence 90 degrees to the left, or North, along the EAST line of this conveyance, and parallel with the WEST line of Lot Three, Block 100, for a distance of 300.0 feet to an iron pin set in the SOUTH RIGHT-OF-WAY line of aforementioned public road (Mile 11 N), thence continuing North for a distance of 20.0 feet to an iron pin set in the North line of Lot 3 at a distance of 440.0 feet East of the NORTH-WEST corner of said LOT THREE; for the NORTH-EAST corner of this conveyance; then 90 degrees to the left, or WEST, along the NORTH line of Lot THREE, and along the North line of this conveyance, for a distance of 116.0 feet, to the place of beginning, and for a closure, and containing 0.852 acres, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Domingo Medrano, his heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Domingo Medrano, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS hand at Mercedes, Texas this 20th day of January, 19 76.

Francisco Medrano

Maria Medrano

Witness at request of Grantor:

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Francisco Medrano and wife, Maria Medrano known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 20 day of January A. D. 19 76

(L. S.)

JUAN J. TORREZ
Notary Public in and for HIDALGO County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared , known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and was duly recorded by me on the day of A. D. 19 in Vol. , page , of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy.

842

5637

135

Warranty Deed

FROM

TO

FILED FOR RECORD

This ____ day of ____, A.D. 19__

at ____ o'clock ____ M.

County Clerk

By ____ Deputy

RECORDED

FILED FOR RECORD THIS DATE ____, A. D. 19__

At 1:12 o'clock P M. County Records

In Book FEB 27 1976, on Page ____

SANTOS SALDANA County Clerk

County Clerk, Hidalgo County, Texas

By ____ Deputy

Recording Fee $ ____

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

Dagoberto Medrano
Rt 1 Box 196

The Odee Company, Publishers, Dallas

Mercedes, Tx
78570

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Abel Garza	4-9471
2.	Mary Moreno	4-11165
3.	Luis C. Fernandez	4-11177
	COMM. COURT: December 20, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 (4)

Application No: 4-947 / 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:		48835
Date Approved:	/ /	12/2/11

Name: Abel Cisneros

Address: 3328 Hackberry
Edinburg, TX.
78542

Phone: 956-929-6937

Water Supplier: North Alamo

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

Account/ESI No: 10032789410577868

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Evergreen Valley Est. #3 Lot 98,

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 3-16-07);

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 Ilda 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 Ruben Hernandez 12-2-11);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruben Hernandez 12-2-11);

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

Ilda C. 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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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: 4-9479

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: Abel Ibarra

Address: 3328 Acacia St.
Edinburg, TX. 78542

Phone: 956-239-6437

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

Evergreen Valley Est. Ph III Lot #98

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: 3/22/10

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:

2-14-11
Date

Hon Castillo
County Official

AFFIDAVIT

NEVADA
STATE OF TEXAS §
CLARK §
COUNTY OF HIDALGO §

I, **Eva Elaine Garza,** with this affidavit acknowledge that **Gustavo Abel Garza**, has full authority to apply for a development application at the property located at **Lot 98, Evergreen Valley Estates, Phase III** and to submit this application with the Hidalgo County Planning Department. With this affidavit, I am indemnifying Hidalgo County and its employees should any negative consequences take place as a result of my authorization to allow **Gustavo Abel Garza** to apply for a permit with Hidalgo County.

Eva Elaine Garza

SWORN TO AND SUBSCRIBED before me the undersigned authority on this the 23rd day of February ,2009.10

Notary Public, State of Texas

State of Nevada
County of Clark
Signed or attested before me on 2/23/10 by
Eva Elaine Garza
(Notary Stamp) (Signature of notorial officer)

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
EVELYN GUIN
No: 08-6586-1
My Appointment Expires Oct. 30, 2011

Recorded On-2009-Dec-16 As-2059907

2059907

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: November 2, 2009

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78539

Grantee: Eva Elaine Garza
Grantee's Phone Number: (702) 885-7286
Grantee's Mailing Address (including county):
5618 Nickel Creek Trail
Las Vegas, NV 89122
Clark County, Nevada

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-Nine Thousand Four Hundred Fifty and no/100's ($39,450.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 98, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

12 The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and

14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the November 2, 2009, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

ROGELIO MONTERO
Notary Public, State of Texas
My Commission Expires
FEB. 21, 2011

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-9471
Mar. 22, 2010

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

E8250-03-000-0098-00

[1] OWNER: GARZA, EVA ELAINE
C/O GUSTAVO ABEL GARZA
5618 NICKEL CREEK TRAIL
LAS VEGAS NV. 89122
Telephone No. 929-6437

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,300 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST #3 LOT 98

LOCATION: 0 SUNFLOWER & 20

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $60,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS.FRONT 50' SIDE 6' REAR
35' / 70.00 ELEVATION AS PER CERTIFICATE OF ELEV.

Prepared by — Date: 03/22/10

Approved by: Jorge Garcia — Date: 03/18/10

Signature of Owner or Applicant — Date: 3/22/10

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 0325 D

Certification of Elevation Required: ✓ YES ____ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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: 4-111 05 D

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: Mary Moreno

Address: Tamarron Estates Lot # 28 Edinburg, Tx

Phone: (956) 776-3500

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	12 / 13 / 11

Water Supplier: N/A

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

Account/ESI No.: 253984-002

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Tamarron Est. L-28,

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 9-19-95);

CW 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 _____);

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 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
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: 4-11Mes

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: Mary C. Moreno

Address: Tamaron Estates #28
Edinburg, Tx

Phone: 776-3500

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Tamaron Est. L-28.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Mary Moreno
Requesting Party (Signature)

12/11/11
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:

12-14-11
Date

Ana Castillo
County Official

1720224

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: January 24, 2007

Grantor: Herb Scurlock III

Grantor's Mailing Address (including county):

113 N. Cage
Pharr, Texas 78577
Hidalgo County, Texas

Grantee: Mary Moreno
First Grantee's Social Security Number: 455-96-8146
Grantee's Home Phone Number: (956)
Grantee's Work Phone Number:
Grantee's Mailing Address (including county):

1327 Suzette
Edinburg, Texas 78541
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 Nineteen Thousand Four Hundred Fifty and 00/100 Dollars ($19,450.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 28, Tamarron Estates Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 30, Page 113, 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.

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

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

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

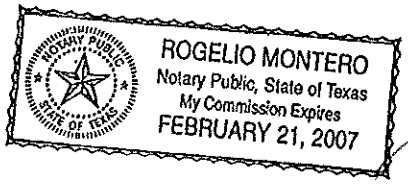
When the context requires, singular nouns and pronouns include the plural.

Herb Scurlock III

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 24th day of January, 2007, by Herb Scurlock III.



Notary Public, State of Texas

After recording, mail to:

Scurlock Subdivisions
3714 S Expressway 281
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11165
Dec. 7, 2011

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

T0410-00-000-0028-00

[1] OWNER: MORENO, MARY

1327 SUZETTE LN
EDINBURG, TX 78539-4268
Telephone No. 776-3500

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 882 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
TAMARRON ESTATES LOT 28
10/21/11 PENDING FILE

LOCATION: 0 281 & CIBOLO

[8] SEWAGE:

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA REGULATIONS,FRONT-30' REAR-40' SIDES-7'

Rodolfo Rs — Prepared by — 12-7-11 — Date

Edgar H — Approved by — 12-1-11 — Date

Signature of Owner or Applicant — 12/7/11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

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

Community No.: 0325-C

Certification of Elevation
Required: _____ YES ___/___ NO _____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11177

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:	/ /	12/12/11

Name: Luis C. Fernandez

Address: 701 E. Eldora Street between Raineres and I. Rud. Pharr Texas

Phone: (956) 278-63-44

Water Supplier: N/A

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

Account/ESI No.: 100 327 894 161 924 47

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

FERNANDEZ SUB-DIVISION LOTE 1 ,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-26-10);

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 Alan 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 Alan Castillo);

Alan 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: 4-11147

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: Luis C. Fernandez

Address: 701 E. Eldora Street between Ravens and I Road Pharr Texas

Phone: (956) 278-63-44

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

FERNANDEZ SUB-DIVISION LOTE 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

Requesting Party (Signature) — Date: 12-12-11

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:

12-14-11
Date

Alex Castillo
County Official

CHARGE SIERRA TITLE
STG GS GF# 3131810

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

General Warranty Deed

Date: **February 12, 2009**

Grantor: **DAMACIO GARCIA, JR., a single person**

1982927

Grantor's Mailing Address: **1012 Park Ave.**
Fort Lupton, Colorado 80621
Weld County

Grantee: **LUIS CARLOS FERNANDEZ MATA, a married man**

Grantee's Mailing Address: **3500 Whiskey Drive**
Pharr, Texas 78577
Hidalgo County

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

Property (including any improvements):
The West 2.0 acres of the East 4.0 acres of the West 12 acres of the South one-half of Lot One hundred thirteen (113), KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to the map thereof recorded in Volume 3, Pages 133 and 134, Deed Records of Hidalgo County, Texas, said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 113;

THENCE, East 528.0 feet, along the South line of Lot 113 to the Southwest corner and point of beginning of this tract;

THENCE, North 660.0 feet, to the Northwest corner of this tract;

THENCE, East 132.0 feet to the Northeast corner of this tract;

THENCE, South 660.0 feet to a point in the South line of Lot 113 to the Southeast corner of this tract;

THENCE, West 132.0 feet along the South line of Lot 113 to the POINT OF BEGINNING and containing 2.00 acres of land, more or less.

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

Road Easements along the South and East sides of said property as shown Deed recorded in Volume 2272, Page 655 and correction thereof in Volume 2523, Page 720 both Official Records of Hidalgo County, Texas, and as shown on plat recorded in Volume 3, Page 133, Deed Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 2.

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

Oil and Gas Lease dated January 7, 1966, from H. A. Moore and wife, Ida Viola Moore, to Tidewater Oil Company recorded in Volume 303, Page 139, Oil and Gas Lease Records of Hidalgo County, Texas

wherein the subject property lies or holds extra-territorial jurisdiction.

All rights, titles and interests in and to all portions of the subject property lying within a drainage ditch, drainage pipe, drainage line, a canal or an irrigation line as may be claimed in fee by Hidalgo County Irrigation District No. 2.

All ad valorem taxes for the year 2009 and all subsequent years.

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

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

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

Germain Garcia, M.
DAMACIO GARCIA, JR.

(Acknowledgment)

STATE OF Colorado
COUNTY OF Weld

This instrument was acknowledged before me on the 13th day of ~~February~~ March, 2009, by **DAMACIO GARCIA, JR.**

JOHN R. DENT NOTARY PUBLIC STATE OF COLORADO
Commission Expires 12/1/2009

John R. Dent
Notary Public, State of Colorado
John R Dent
my comm expires 12/1/09

FERNANDEZ SUBDIVISION

THE WEST 2.00 ACRES OF THE EAST 4.00 ACRES OF THE WEST 12.00 ACRES OF THE SOUTH ONE-HALF OF LOT 113, KELLY-PHARR SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS, HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
FRONT 40.0'
SIDE 10.0' OR EASEMENT WHICH EVER IS GREATER
REAR 10.0' MIN. OR EASEMENT WHICH EVER IS GREATER.

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ○ -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
⊕ -DENOTES COTTON PICKER SPINDLE FOUND

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
18.00 FEET SOUTH OF THE CENTERLINE OF ELDORA ROAD AND 62.30 FEET WEST OF THE CENTERLINE OF N. VETERANS BLVD. (T" ROAD).

5. FLOOD ZONE B - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.(SHOWN SHADING)
ZONE "AH", AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATIONS ARE SHOWN BUT NO FLOOD HAZARD FACTORS ARE DETERMINED. BASE FLOOD ELEVATION =103.00
COMMUNITY-PANEL No.-480334 0435 C
MAP REVISED: NOVEMBER 16, 1982.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 13.333 CUBIC -FEET 0.30 ACRE-FEET(1) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: DETENTION AREA FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS SUBDIVISION

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

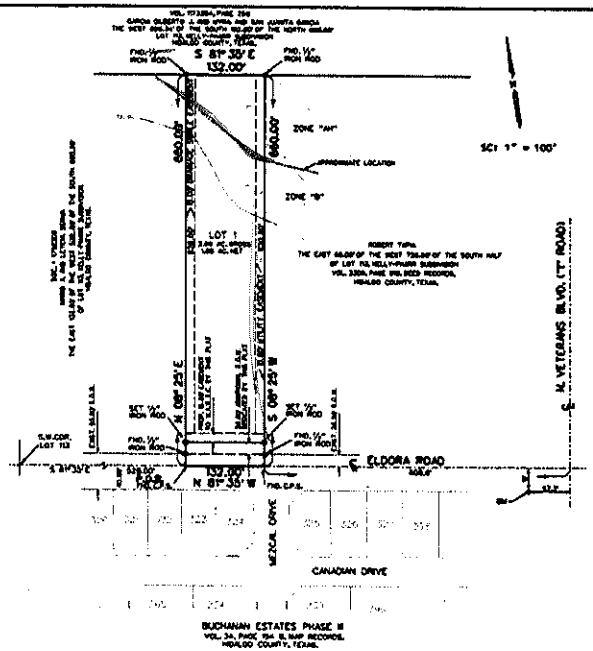
11. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 16.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES, BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

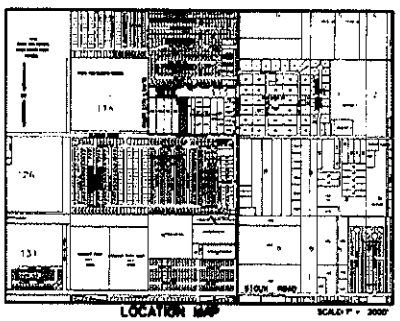
13. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND GRADE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

14. AN ENGINEERED DETENTION PLAN APPROVED BY THE COUNTY DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

15. SITE PLAN MUST BE APPROVED BY THE COUNTY PRIOR TO ISSUANCE OF BUILDING PERMIT.



16. ALL LOTS IN FERNANDEZ SUBDIVISION ARE HEREBY GRANTED A " DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN FERNANDEZ SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALES" AREAS. LOT OWNER OF FERNANDEZ SUBDIVISION THEIR HEIRS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLE TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING FERNANDEZ SUBDIVISION BECAUSE AN ALTERNATIVE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN FERNANDEZ SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN FERNANDEZ SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT SURROUNDING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



LOCATION MAP SCALE: 1" = 3000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
FERNANDEZ SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 2 IN THE CENTRAL OF HIDALGO COUNTY ON THE NORTH SIDE OF ELDORA ROAD, 660.00' FEET WEST OF "I" ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF PHARR ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF PHARR POPULATION SALSES /2000 CENSUS), FERNANDEZ SUBDIVISION ITS ON ADJACENT TO THE CITY LIMITS OF PHARR AND LIES WITHIN THE CITY'S 3.5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES:

No.	WHAT	WHERE	DATE	INITIALS

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	LUIS CARLOS FERNANDEZ MATA	2600 WHISKEY DRIVE	PHARR, TEXAS 78577	(956) 566-7197
DEVELOPER:				
SURVEYOR:				

DATE OF PREPARATION: JUNE 03, 2009

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 57TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-8056
PH. (956) 784-0216
E-MAIL: MARIONENGINEER@YAHOO.COM

APPROVED BY COMMISSIONER'S COURT OF Hidalgo

owner

METES AND BOUNDS

THE WEST 2.00 ACRES OF THE EAST 4.00 ACRES OF THE WEST 12.00 ACRES OF THE SOUTH ONE-HALF OF LOT 113, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGES 133-134 DEED RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 113 AND WITHIN THE CENTERLINE OF ELDORA ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID COTTON PICKER SPINDLE BEARS S 89° 36' E, 328.00 FEET FROM THE SOUTHWEST CORNER OF LOT 113;

THENCE N 00° 25' E, PASSING AT 20.00 FEET A ½" IRON ROD FOUND FOR THE NORTH R.O.W. LINE OF ELDORA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 89° 35' E, A DISTANCE OF 132.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 00° 25' W, PASSING AT 640.00 FEET A ½" IRON ROD FOUND FOR THE NORTH R.O.W. LINE OF ELDORA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89° 35' W, ALONG THE SOUTH LINE OF LOT 113 AND WITHIN THE CENTERLINE OF ELDORA ROAD, A DISTANCE OF 132.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE, PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THE WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS, THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING THE EASEMENT CONVEYED HEREIN SHALL BE TERMINATED AND REVERTED THOUGHT FEDERAL FINANCIAL ASSISTANCE, THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LOWER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS 2nd DAY OF October 2009.

Luis Carlos Fernandez Mata 10-2-2009
OWNER: LUIS CARLOS FERNANDEZ MATA DATE
ADDRESS: 2600 WHISKEY DRIVE
PHARR, TEXAS. 78577

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE FERNANDEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 20__.

HIDALGO COUNTY JUDGE — DATE: April 11, 2011

ATTEST: HIDALGO COUNTY CLERK — DATE: 4/11/10

COUNTY CLERK'S RECORDING CERTIFICATE

I, Richard Cortez Jr., COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT 10:19 O'CLOCK A. M. ON 4/11/10 AND WAS RECORDED IN BOOK ____, VOLUME ____, PAGE ____ OF THE PLAT RECORDS OF HIDALGO COUNTY AT 10:20 O'CLOCK A. M. ON 4/11/10.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, AT MCALLEN, TEXAS, THE DATE LAST ABOVE WRITTEN.

HIDALGO COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, LUIS CARLOS FERNANDEZ MATA, AS OWNER OF THE 2.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPERTY DESCRIPTION HEREON, DO HEREBY SUBDIVIDE SAID TRACT OF LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREETS, ROAD, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

Luis Carlos Fernandez Mata 10-2-2009
OWNER: LUIS CARLOS FERNANDEZ MATA DATE
ADDRESS: 2600 WHISKEY DRIVE
PHARR, TEXAS. 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LUIS CARLOS FERNANDEZ MATA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF October, 2009.

Notary Public, For the State of Texas

LEONOR ARRIETA
Notary Public, State of Texas
My Commission Expires
December 19, 2010

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS THE 15th DAY OF October, 20 09.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACE UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS-OF-WAYS OR EASEMENTS.

PRESIDENT — ATTEST: Bart Featherston, SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: Cynthia Gonzalez 10/6/10

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FERNANDEZ SUBDIVISION HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON April 24, 2010

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO L. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Homero Luis Gutierrez, RPLS 10/22/2009
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 3791
2400 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRIETA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guillermo Arrieta
GUILLERMO A. ARRIETA
LICENSED PROFESSIONAL ENGINEER No. 84001
526 N. 57TH ST.
DONNA, TEXAS. 78537

SHEET 1 OF 3

INDEX TO SHEET OF FERNANDEZ SUBDIVISION

SHEET 1: HEADING: INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS; "AS BUILT" NOTES, GENERAL AND GENERIC SUBDIVISION PLAT NOTES, DESCRIPTION (METES AND BOUNDS), RIGHT OF WAY EASEMENT, DEDICATION, RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; AND NOTARY'S CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY AND DISTRICT IN WHICH IT IS SITUATED; M.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; APN AND MAP NO. REFERENCE; CITY OF PHARR CERTIFICATIONS; WATER DISTRIBUTION AND SEWERAGE FACILITY ENGINEERING REPORT

SHEET 2: ENGLISH AND SPANISH VERSION; INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION; LOTTING AND SPANISH VERSION OF TYPICAL WATER SERVICE CONNECTIONS; SUBDIVIDER STATEMENT CERTIFICATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION

SHEET 3: REVISION NOTES; CONSTRUCTION DETAILS

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11177
Dec. 12, 2011

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

F2865-00-000-0001-00

[1] OWNER: FERNANDEZ, LUIS CARLOS MATA

107 ELDORA ST.
PHARR, TX. 78577
Telephone No. 278-6344

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,120 Sq. Ft.

[6] USE OF BUILDING: RES.MH.ZONE.B-20

[7] LEGAL DESC./NAME OF SUBDIVISION
FERNANDEZ SUBD. LOT 01

LOCATION: 0 I RD & RAIDERS

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

[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 60' SIDE 15'
REAR 40' / 18" ABOVE CNTL OF ST.

Prepared by — Date: 12/12/11

Approved by — Date: 12-9-11

Signature of Owner or Applicant — Date: 12-12-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [ ] Water [ ]

Flood Zone: MI
Panel No. /Suffix:_____ Pct: 2

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.

AI-30101 **5. A.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Norma Martinez, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk
Approval of November 2011 Monthly Fee Report.

BACKGROUND

Fee Report for the Month of November 2011 $282,153.99

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

November 2011 Fee Monthly Report - DISTRICT CLERK

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/09/2011 11:37 AM
Sylvia Solis	Sylvia Solis	12/16/2011 09:03 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Norma Martinez Started On: 12/09/2011 10:45 AM

Final Approval Date: 12/16/2011

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF NOVEMBER 2011

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))									
			# OF CASES						
DIVORCE & FAMILY LAW CASES	$ 10,830.00								
LESS: PARTIAL PAYMENT	$ 75.00	$ 10,755.00	# 239	X $45.00	=	$ 10,755.00	1100-207-20-000-051-0-000	$	10,755.00
OTHER THAN DIVORCE/FAMILY	$ 12,390.00								
LESS: PARTIAL PAYMENT	$ 40.00	$ 12,350.00	# 247	X $50.00	=	$ 12,350.00	1100-207-20-000-052-0-000	$	12,350.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))									
DIVORCE & FAMILY LAW CASES	$ 290.00								
LESS: PARTIAL PAYMENT	$ -	$ 290.00	# 58	FAMILY X $5.0(	=	$ 290.00			
OTHER THAN DIVORCE/FAMILY	$ 1,320.00								
LESS: PARTIAL PAYMENT	$ -	$ 1,320.00	# 132	CIVIL X $10.00	=	$ 1,320.00	1100-207-20-000-050-0-000	$	1,610.00
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05			# 9	CASES	=	$ 333.00			
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08..			# 474	CASES	=	$ 19,908.00	1100-207-20-000-055-0-000	$	20,241.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00							1100-341-10-090-011-0-000	$	2,670.00
			$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000						
CLERK COST (GC 51.317(b)(1)&(b-1))		$ 24,116.15							
OTHER CLERK COST (GC51.317-319)		$ 18,133.84				$ 42,249.99			
TIME PAYMENT (LGC 133.103) @$10.00						$ 1,121.28			
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))						$ 6,855.00			
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)						$ 439.09			
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)						$ 806.23			
NSF CHECK FEE (LGC 118.141)						$ 20.00			
STOP PAYMENT CHARGE (LGC 118.141(b)(1)-(2))						$ -			
					TOTAL CLERK'S FEES		1100-341-10-090-001-0-000	$	51,491.59
INTEREST EARNED FOR THE MONTH OF NOVEMBER 2011							1100-361-11-000-005-0-000	$	-
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)							1100-341-10-090-007-0-000	$	184.56
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)							1100-341-10-090-008-0-000	$	-
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00							1100-341-10-000-003-0-000	$	-
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50							1100-341-10-090-002-0-000	$	280.32
TIME PAYMENT (LGC 133.103) @ $12.50							1100-207-20-000-005-0-000	$	1,401.59
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00							1100-341-10-090-003-0-000	$	2,164.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00							1100-207-20-000-001-0-000	$	1,804.50
MASTER COURT FEES (14.82gFC) @$7.00							1100-341-10-090-004-0-000	$	-
JURY FEES (CCP 102.004) @$30.00							1100-341-10-090-006-0-000	$	4,173.58
PASSPORT EXECUTION FEE @$25.00							1100-341-10-090-013-0-000	$	1,050.00
PASSPORT PHOTO FEE @$15.00							1100-341-10-090-014-0-000	$	200.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00							1100-341-10-090-015-0-000	$	2,865.00
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)							1100-341-10-090-016-0-000	$	4,142.43
SHERIFF FEES (CCP 102.011)		$ 17,041.91							
SHERIFF FEES (HCSO)		$ 3,289.65					1100-342-10-090-001-0-000	$	20,331.56
CONSTABLE FEES(CCP 102.011)					PCT. 1		1100-342-10-291-000-0-000	$	-
					PCT. 2		1100-342-10-292-000-0-000	$	-
					PCT. 3		1100-342-10-293-000-0-000	$	-
					PCT. 4		1100-342-10-294-000-0-000	$	-
					PCT. 5		1100-342-10-295-000-0-000	$	-
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)							1100-351-20-090-001-0-000	$	15,576.75
FINES (LGC 113.004)							1200-351-10-090-000-0-000	$	67,209.49
BOND FORFEITURES (CCP 22.16)							1200-352-10-090-001-0-000	$	-
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)							1241-341-10-090-001-0-000	$	2,747.70
# _____ CIVIL FILINGS X $5.00 = $ 2,204.50									
# _____ FELON. CONV.X $5.00 = $ 543.20									
# _____ MISD.CONV. X $3.00 = $ -									
COUNTY RECORDS PRESERVATION (GC 51.708)							1238-341-10-090-001-0-000	$	4,528.98
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)							1238-341-20-090-001-0-000	$	4,862.01
# _____ CIVIL FILINGS X $5.00 = $ 2,409.22									
# _____ CRIM CONV. X $22.50 = $ 2,452.79									
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))							1235-341-10-090-000-0-000	$	2,666.36
# _____ CIVIL FILINGS X $5.00 = $ 2,399.50									
# - CRIM FILINGS X $2.50 = $ 266.86									
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00							1239-341-10-090-001-0-000	$	5,728.09
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00							1240-341-10-090-001-0-000	$	150.00
LAW LIBRARY FEES (LGC 323.023) @$30.00 AFTER 9/1/2011 @ $35.00							1247-341-10-090-001-0-000	$	12,932.91
OTHER COURT FEES:									
CRIMINAL CLERK FEE (CCP ART. 102.005)						$ 4,441.29			
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)						$ -			
CRIME STOPPERS - ADULT PROBATION DEPT.						$ -			
MOTHERS AGAINST DRUNK DRIVING						$ 75.66			
WOMEN TOGETHER EMERGENCY SHELTER						$ 100.00			
ESTRELLA'S HOUSE						$ -			
ATTORNEY AD-LITEM						$ (200.00)			
					SUBTOTAL		$ 4,416.95		
					LESS: LAW ENFORCEMENT LAB COSTS		$ -		
					LESS: CRIME STOPPERS		$ -		
					LESS: MOTHERS AGAINST DRUNK DRIVING		$ (75.66)		
					LESS: WOMEN TOGETHER EMERGENCY SHELTER		$ (100.00)		
					LESS: ESTRELLA'S HOUSE		$ -		
					LESS: ATTORNEY AD-LITEM		$ 200.00		
					TOTAL OTHER COURT FEES		1100-341-10-090-005-0-000	$	4,441.29

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF NOVEMBER 2011

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 14,370.06
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ -
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 8.00
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ -
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ -
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 1.23
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 16.26
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 141.36
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 6.92
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 0.87
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 454.86
TABC: @ $35.00		1100-207-20-000-020-0-000	$ -
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 1,070.61
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 427.80
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 556.64
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 63.32
STATE TRAFFIC FEE (TRC 542.4031)	15 AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h))	# 8 cases AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 420.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 2,577.11
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-036-0-000	$ 1,401.29
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 204.91
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 971.80
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 321.93
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 370.31
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - STATE - (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 140.00
FAILURE TO APPEAR - DISTRICT CLERK -(TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 28.00
FAILURE TO APPEAR - OMNI BASE - (TRANS. CODE 706.006-.007	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 42.00
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 282,153.99

TOTAL CASH RECEIVED			$ 292,451.85
LESS:	AMOUNT PAID TO COUNTY TREASURER	$ 282,153.99	
	AMOUNT DUE TO COUNTY TREASURER	$ -	
	AMOUNT OVERPAID TO COUNTY TREASURER	$ -	
	OTHER DISBURSEMENTS	$ 9,381.15	
	TOTAL DISBURSEMENTS		$ 291,535.14
	NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT		$ 916.71

PROOF:

AMOUNT RECEIVED:		$ 5,135.20
AMOUNT LIQ.:		$ (4,319.15)
PARTIAL PAYMENT:	DISTRICT & FAMILY LAW CASES	$ 75.00
PARTIAL PAYMENT:	OTHER THAN DIVORCE/FAMILY LAW CASES	$ 40.00
PARTIAL PAYMENT:	INDIGENT LEGAL SERVICE FEE	$ -
CRIME STOPPERS (ADULT PROBATION):		$ -
LAW ENFORCEMENT LAB COSTS (DPS):		$ -
MOTHERS AGAINST DRUNK DRIVING		$ 75.66
WOMEN TOGETHER EMERGENCY SHELTER		$ 100.00
ESTRELLA'S HOUSE		$ -
ATTORNEY AD-LITEM		$ (200.00)
ADULT PROBATION:		$ 10.00
SHORTAGE/OVERAGE		$ -
	NET AMOUNT	$ 916.71

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF NOVEMBER 2011

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	11/15/11	39243	$ 23,160.50	151533
CIVIL2)	11/28/11	39320	$ 44,807.76	151634
CIVIL3)	12/08/11	39330	$ 45,277.51	0
CIVIL4)	12/08/11	3928	$ 24,951.70	0
CIVIL5)	12/08/11	39329	$ 24,902.18	0
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	11/15/11	39245	$ 11,215.25	151536
CRM2)	11/15/11	39244	$ 9,875.25	151537
CRM3)	11/28/11	39321	$ 23,405.50	151627
CRM4)	11/28/11	39322	$ 3,999.00	151630
CRM4)	12/08/11	39326	$ 2.00	
CRM5)	11/28/11	39318	$ 21,266.00	151632
CRM6)	11/28/11	39319	$ 11,486.00	151633
CRM7)	12/08/11	39327	$ 19,728.34	0
CRM8)	12/08/11	39331	$ 18,077.00	0
CRM9)			$ -	0
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			$ 282,153.99	

PREPARED BY: V. Dimas 12/8/11
BOOKKEEPER DATE

REVIEWED BY: Norma D. Mu 12/8/11
ACCOUNTANT DATE

THIS REPORT HAS been PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

12/8/11
INTERNAL AUDIT

DISTRICT CLERK SIGNATURE 12/9/11 DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM ARS-DC-014, 01/2006 REVISED 10/19/2011

AI-30138 **6. A.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply:
1. Approximately 500' going east of Doolittle Rd on the south side of Benito Ramirez Rd- Bore- 3/4" serv conn

BACKGROUND

Attachments

NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:48 PM
Olga Garza	Olga Garza	12/15/2011 09:40 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Rebecca Gomez Started On: 12/13/2011 04:39 PM

Final Approval Date: 12/16/2011

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 20th day of December, 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 an 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. Approximately 500' going east of Doolittle Rd on the south side of Benito Ramirez Rd- Bore- ¾" serv conn

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-30135 **7. A.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan Hardship Withdrawal requests for Employees #094706, 077062, 132497

BACKGROUND

Attachments

forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/13/2011 04:13 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Monica Badillo Started On: 12/13/2011 03:54 PM

Final Approval Date: 12/16/2011

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee # 094706

Participant Name [redacted]

Address PO [redacted] Blanca 74[redacted]

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

SECTION I – Hard

I understand that this w[redacted] to financial hardshi[redacted] the withdrawal is nec[redacted] avy financial need. distributions, other tha[redacted] ship, and all other n[redacted] me under the Plan, a[redacted] the Company. I [redacted] taxable as ordinary i[redacted] come in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at leas[redacted] 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provide[redacted] by law.

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

The IRS only allow[redacted]s 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 (exclud[redacted]ng mortgage payments) of my principal residence.
(X) Payment of tuition [redacted] related educational fees, and room and board expenses for the next 12 months of post-secondary educat[redacted]on for me, my spouse, my children, or my dependents.
( ) The need to preve[redacted]nt eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial e[redacted]xpenses for my parent, spouse, child or dependent.
( ) Repair of casualty [redacted]damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferre[redacted]d since you initially joined the plan $ _____

Have you ever taken [redacted]a hardship before? NO If so what was the amount taken $ 0

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

PARTICIPANT SIGN[redacted]ATURE X [redacted] Date 11-22-11

SECTION II – Auth[redacted]rized Plan Representative

As the Authorized P[redacted]lan 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 – Distri[redacted]bution Procedure

- Determine if distril[redacted]ution request complies with all provisions of your plan documents and policies.
- S&A will help facil[redacted]itate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

316-3491

+ Fax back to 292-7034

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee#07062

Participant Nam [redacted]

Address P.O [redacted]

Social Security [redacted] ime Phone

SECTION I - H

I understand that t [redacted] financial ha
the withdrawal is [redacted] y financial
distributions, othe [redacted] p, and all oth
me under the Pla [redacted] he Company
taxable as ordina [redacted] eceive it. In
unless I am at [redacted] unds withdr
expenses as pro [redacted]

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 $ 1,000.00 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 _____

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name Hidalgo County 457 Plan

Participant Name [redacted] esa Trejo Employee# 132497

Address 2932 [redacted] burg, Tx. 7[redacted]

Social Security No [redacted] ytime Phone No. (95[redacted]

SECTION I – Hard sh

I understand that this vit to financial hardship only t the withdrawal is nec ss avy financial need. I rep distributions, other tha n t nip, and all other non-taxa me under the Plan, a i v the Company. I understa taxable as ordinary i come in the calendar year in which I receive it. In addition, unless I am at leas ; 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provide d 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 allow s 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).
(X) Purchase (excludi ng 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 educat on for me, my spouse, my children, or my dependents.
(✓) The need to preve nt eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial e xpenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferre l since you initially joined the plan $_____

Have you ever taken a hardshi p before? NO If so what was the amount taken $_____

I hereby request a ha rdship withdrawal from my account. I meet and agree to the requirements above and understand the tax i nplications 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 accou t by Simpkins & Associates for processing this request.

PARTICIPANT SIGN ATURE X Teresa Trejo Date 12/7/11

SECTION II – Authorized Plan Representative

As the Authorized P an 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 – Distri bution Procedure

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

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-30083 **8. A.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
P6400.99.000.0002.69	PTAX COE/GE Capital Solutions	$11100.58
P6400.99.000.0002.69	General Electric Capital Corp	$16489.54
S1000.99.000.0000.E6	Utility Trailer Sales Se Texas Inc	$6258.58
S2950.00.000.0341.16	IBC Bank	$5788.98
S5320.00.000.0019.01	WHS Limited Partnership	$2525.83
T3659.00.000.0003.00	Corelogic	$3146.80
W3800.00.688.0000.01	Prudential Huntoon Paige Associates, Ltd	$13620.61

BACKGROUND

Attachments

frnt pg
accts pg
ptax
general
utility
ibc
whs
corelogic
prudential

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/08/2011 02:20 PM
Perla Lopez	Perla Lopez	12/13/2011 11:23 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Hilda Fuentes Started On: 12/08/2011 02:05 PM

Final Approval Date: 12/16/2011

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

December 7, 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.P6400.99.000.0002.69	PTAX COE/GE CAPITAL SOLUTIONS	$ 11,100.58
2.P6400.99.000.0002.69	GENERAL ELECTRIC CAPITAL CORP	$ 16,489.54
3.S1000.99.000.0000.E6	UTILITY TRAILER SALES SE TEXAS INC	$ 6,258.58
4.S2950.00.000.0341.16	IBC BANK	$ 5,788.98
5.S5320.00.000.0019.01	WHS LIMITED PARTNERSHIP	$ 2,525.83
6.T3659.00.000.0003.00	CORELOGIC	$ 3,146.80
7.W3800.00.688.0000.01	PRUDENTIAL HUNTOON PAIGE ASSOCIATE	$ 13,620.61

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
GENERAL ELECTRIC CAPITAL CORP (PAID BY PTAX COE/GE CAPITAL SOLUTIONS0 4

Present mailing address *(number and street)*
P.O. BOX 3649 4

City, town or post office, state, ZIP code
DANBURY, CT 06813-3649 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LEASED EQUIPMENT AT PSJA SCHOOL & PHARR CITY / NEW ACCT 1996

Step 2: Describe the property

Address or location of property: VARIOUS LOCATIONS

555602 4

Account number of property:
P6400-99-000-0002-69 4

OR

Tax receipt number:

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	2009	12/16 / 09	$ 17,172.98 4	$ 11,100.58 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 11,100.58 4

Taxpayer's reason for refund *(attach supporting documentation)*:

SUPPLEMENT 2 - VALUE DECREASED MF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12-2-11

sign here ➡ Authorized officer

Date 12/7/11

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)*

sign here ➡

Date 11/23/11

11/30

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
GENERAL ELECTRIC CAPITAL CORP 4

Present mailing address *(number and street)*
PROPERTY TAX COMPLIANCE 4 P.O. BOX 3649

City, town or post office, state, ZIP code
DANBURY, CT 06813-3649 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LEASED EQUIPMENT AT PSJA SCHOOL & PHARR

Step 2: Describe the property

CITY / NEW ACCT 1996

Address or location of property:

555602 4

Account number of property: P6400-99-000-0002-69 4

Tax receipt number: OR

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	2008 4	/	$	$ 16,489.54 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 16,489.54 4

Taxpayer's reason for refund *(attach supporting documentation)*:

SUPPLEMENT 2 - VALUE DECREASED MF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PL) 12-2-11

sign here ➡ Authorized official

Date 12/7/11

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)*

sign here ➡

Date 11/23/11

11/30

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
UTILITY TRAILER SALES SE TEXAS INC 4

Present mailing address *(number and street)*
4901 BLAFFER 4

City, town or post office, state, ZIP code
HOUSTON, TX 77026 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LEASED VEHICLES AT PSJA SCHOOL & SAN JUAN

Step 2: Describe the property

CITY / NEW ACCT 2007

Address or location of property: VARIOUS LOCATIONS

775240 4

Account number of property:
S1000-99-000-0000-E6 4

OR

Tax receipt number:

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 4	10/27 / 2010	$ 1,221.06	$ 1,221.06 4
2. ALL ENTITIES	2010 4	10/31 / 2011	$ 5,037.52	$ 5,037.52 4
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$ TOTAL	$ 6,258.58 1

Taxpayer's reason for refund *(attach supporting documentation)*:

SUPPLEMENT 2 - VALUE DECREASED,HS REMOVED / SUBMITTED/ENTERED WRONG MF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PR 12-1-11
J.C 12/6/11

sign here ➡ Authorized officer

Date 12/7/11

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)*

sign here ➡

Date 11/23/11

11/30

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
PENA MARIA DEL ROSARIO ¢ PAID BY: IBC BANK

Present mailing address *(number and street)*
1611 SHARI LEE ¢

City, town or post office, state, ZIP code
MISSION, TX 78572 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): JOHN H SHARY -S495'-EXC W875'-S298.7'

Step 2: Describe the property

LOT 341 9.02 AC GR 8.93 AC NET

Address or location of property:

521769 ¢

Account number of property:
S2950-00-000-0341-16 ¢

OR

Tax receipt number:

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 ¢	12/15 / 2010	$ 7,654.11.	$ 5,788.98 ¢
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$ TOTAL	$ 5,788.98 ∧

Taxpayer's reason for refund *(attach supporting documentation)*:

SUPPLEMENT 2 - VALUE DECREASED MF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12-2-11
12/15/11

sign here ➡ Authorized officer

Date 12/7/11

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)*

sign here ➡

Date 11/23/11

11/30

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
RAMIREZ, RENE R & ZOILA FLOR PAID BY: WHS LIMITED PARTNERSHIP +

Present mailing address *(number and street)*
2204 PEBBLE ST +

City, town or post office, state, ZIP code
MISSION, TX 78574 +

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt):

Step 2: Describe the property

PARKS & TOWNSEND PLAZA W5' LOT 19

Address or location of property:

581951 +

Account number of property:

S5320.00.000.0019.01 +

Tax receipt number:

OR 18737840

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	08/05 / 2011	$	$ 2525.83 +
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2525.83 +

Taxpayer's reason for refund *(attach supporting documentation)*:

SUPPLEMENT 2 - VALUE DECREASED

MG

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PN) 12-7-11
P.C 12/6/11

sign here ➡ Authorized officer

Date 12/7/11

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 11/23/11

11/30

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
VARGAS, GUADALUPE JR. & MARISELA PAID BY: CORELOGIC 4

Present mailing address *(number and street)*
8210 N 23RD LANE 4

City, town or post office, state, ZIP code
MCALLEN, TX 78504 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt):

Step 2: Describe the property

THE ROCKS LOT 3

Address or location of property:

580261 4

Account number of property:
T3659.00.000.0003.00 4

Tax receipt number:
OR 17142722

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 4	12/22 / 2010	$ 3146.80	$ 3146.80 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3146.80 4

Taxpayer's reason for refund *(attach supporting documentation)*:

SUPPLEMENT 2 - VALUE DECREASED MG

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PEA) 12-2-11 & C 12/5/11

sign here ➡ Authorized officer

Date 12/7/11

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 11/23/11

11/30

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
HCS 402 LLC PAID BY: PRUDENTIAL HUNTOON PAIGE ASSOCIATES, LTD

Present mailing address *(number and street)*
2100 ROSS AVENUE STE 2500

City, town or post office, state, ZIP code	Phone *(area code and number)*
DALLAS, TX 75201	

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt):

WEST TRACK AN IRR N580' W674.22 7.0AC GR 6.45AC NET

Address or location of property:

326676

Account number of property: W3800.00.688.0000.01

Tax receipt number:

OR

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	2009	12/18 / 2009	$	$ 13620.61
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 13620.61

Taxpayer's reason for refund *(attach supporting documentation)*: SUPPLEMENT 2-CHDO EXEMPTION MG

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PA 12-2-11
12/6/11

sign here ➡ Authorized officer	Date
	12/7/11
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
	11/23/11

11/30

AI-30190 **8. B.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

ACCT#	PAYER	AMT
S5460.00.000.0008.00	Indy Mac Bank	$10883.27
W7384.01.000.0051.00	Corelogic	$3083.51

BACKGROUND

Attachments

indymac/corelogic

Form Review

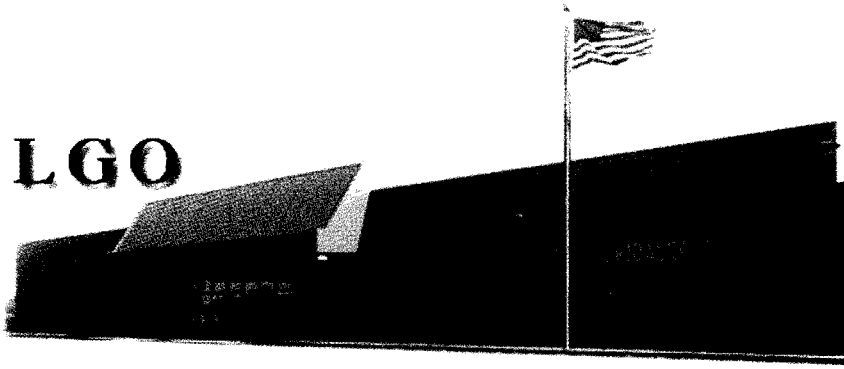
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:58 PM
Perla Lopez	Perla Lopez	12/15/2011 09:38 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Hilda Fuentes Started On: 12/14/2011 03:29 PM

Final Approval Date: 12/16/2011

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

December 14, 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

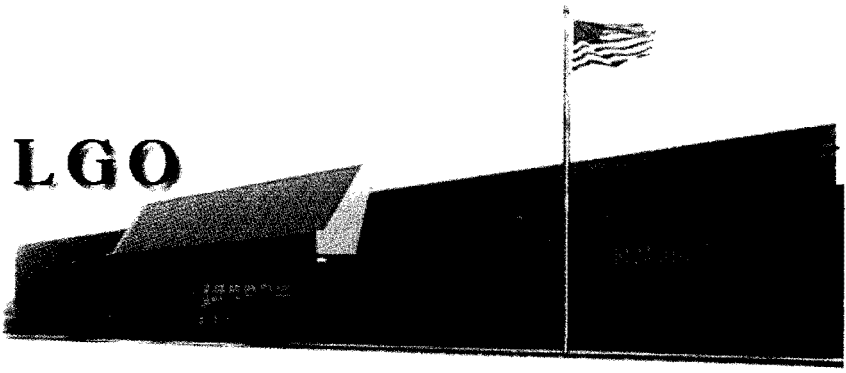
Abj: mm

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.S5460.00.000.0008.00	INDY MAC BANK	$ 10,883.27
2.W7384.01.000.0051.00	CORELOGIC	$ 3,083.51

1009169861

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
LARA, HUGO E & CLAUDIA E & PAYER: MINDY MAC BANK &

Present mailing address *(number and street)*
2707 E 3 MILE LINE &

City, town or post office, state, ZIP code
PALMHURST, TX 78573 &

Phone *(area code and number)*
269.544.5309

Legal description (or attach copy of the tax bill or tax receipt): SPRING GATE ESTATES LT 8

Step 2: Describe the property

Address or location of property:

R523675 &

Account number of property:
S5460.00.000.0008.00 &

OR

Tax receipt number:

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	2008 &	06/16 / 2009	$ 10883.27	$ 10883.27 &
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 10883.27 &

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR AS PER TAXPAYER

NO MORTGAGE CO.

HF

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: Pamela Willis — Date of application for tax refund: 11-18-2011

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PN) 12-12-11

sign here — Authorized official — Date: 12/14/11

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)*

sign here — Date: 12/2/11

12/7

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
MANUEL & BERTHA GODINEZ 4 PAYOR: CORELOGIC

Present mailing address *(number and street)*
2612 TIMBERWOOD AVE. 4

City, town or post office, state, ZIP code
MISSION, TX 78574 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WOODLAND RIDGE PH 1 LOT 51

Step 2: Describe the property

Address or location of property:

696571 4

Account number of property:

W7384.01.000.0051.00 4

OR

Tax receipt number:

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	2008 4	12/8 / 2008	$ 3083.51 4	$ 3083.51 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3083.51 1

Taxpayer's reason for refund *(attach supporting documentation)*: OP DUE TO THERE WAS 2 PYMTS BACK IN THE YR 2008. MORTGAGE LET US KNOW TO REFUND BACK TO HOMEOWNER AT THAT TIMEOF PYMT.

TR

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: Manuel Godinez Bertha Godinez — Date: 11-19-11

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PN) 12-6-11 12/12/11

sign here ➡ Authorized official — Date: 12/14/11

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)*

sign here ➡ — Date: 11/23/11

11/30

AI-30102 **9. A.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2:
Requesting approval to renew 2012 membership dues for (IRWA) International Right of Way Association in the amount of $410.00, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-005-0-810

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

BUDGETARY IMPACT:

Transfer for funding on agenda for 12/6/2011 AI-30099.

Req. #207286
**only paying for renewal membership $205.00 each.

Attachments

Inv. for Guadalupe Rodriguez

Inv. for Jaime Salinas

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/09/2011 01:02 PM
Roland Garcia	Rolando Garcia	12/14/2011 11:37 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Yolanda Cisneros Started On: 12/09/2011 11:25 AM

Final Approval Date: 12/16/2011

International Right of Way Association (US)
PO BOX 51716
Los Angeles, CA 90051-6016

Customer #: 7895586

Invoice

Invoice # : 223685
Invoice Date: 09/22/2011

Mr. Guadalupe Rodriguez
Hidalgo County Right of Way Department
909 W 9th Circle
San Juan, TX 78589

Description	Quantity	Price	Discount	Amount
Contribution to the RWIEF	1	$15.00	$0.00	$15.00
Regular Member Renewal-US	1	$205.00	$0.00	$205.00

INVOICE RECEIVED BY:
[illegible] ON 12/8/11
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 9/22/11

PO # 1-1200-431-00-122-005-0-810
Req # 207286

Thank you for supporting the Education Foundation with your $15 contribution. Each and every dollar is used for funding IRWA educational courses and professional development programs. (If you wish to contribute more, please add that amount to the Total Due at the bottom and include it in your Amount Remitted. If you elect not to contribute, simply subtract it from the Total Due.)
If you have already paid your 2012 dues, we thank you! (Please disregard this notice.)

Invoice Total	$220.00
Amount Paid	$0.00
PLEASE PAY	**$220.00**

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Customer #: 7895586 Invoice # : 223685

Mr. Guadalupe Rodriguez
Hidalgo County Right of Way Department
909 W 9th Circle
San Juan, TX 78589

Remit Payment To:

International Right of Way Association (US)
PO BOX 51716, Los Angeles, CA 90051-6016

Select Payment Method

☐ Check Enclosed
Card Provider _____ Exp Date____/____
Card #_____
Card Holder's Name_____
Card Holder's Signature_____

Total Due: **$220.00**
Amt Remitted : _____

Contributions or gifts to the International Right of Way Association are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses.

International Right of Way Association (US)
PO BOX 51716
Los Angeles, CA 90051-6016

Customer #: 7895584

Invoice

Invoice # : 226331
Invoice Date: 09/22/2011

Mr. Jaime Salinas
Hidalgo County Right of Way Depart.
1515 Elm Dr.
Mission, TX 78572

Description	Quantity	Price	Discount	Amount
Contribution to the RWIEF	1	$15.00	$0.00	$15.00
Regular Member Renewal-US	1	$205.00	$0.00	$205.00

INVOICE RECEIVED BY:
Mar ON 12/8/11
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 9/22/11

PO # 1-1200-431-00-122-005-0-810
Req # 2072886

Thank you for supporting the Education Foundation with your $15 contribution. Each and every dollar is used for funding IRWA educational courses and professional development programs. (If you wish to contribute more, please add that amount to the Total Due at the bottom and include it in your Amount Remitted. If you elect not to contribute, simply subtract it from the Total Due.)
If you have already paid your 2012 dues, we thank you! (Please disregard this notice.)

Invoice Total	$220.00
Amount Paid	$0.00
PLEASE PAY	**$220.00**

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Customer #: 7895584 Invoice # : 226331

Mr. Jaime Salinas
Hidalgo County Right of Way Depart.
1515 Elm Dr.
Mission, TX 78572

Remit Payment To:

International Right of Way Association (US)
PO BOX 51716, Los Angeles, CA 90051-6016

Select Payment Method

☐ Check Enclosed
Card Provider _____ Exp Date ___/___
Card # _____
Card Holder's Name _____
Card Holder's Signature _____

Total Due: **$220.00**
Amt Remitted : _____

Contributions or gifts to the International Right of Way Association are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses.

AI-30109 **10. A.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Program Financial Report: November 2011

BACKGROUND

Policy Council Approva: 12.14.11

Attachments

Financial Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/12/2011 01:15 PM
Roland Garcia	Rolando Garcia	12/14/2011 02:16 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Linda Galaviz Started On: 12/12/2011 10:46 AM

Final Approval Date: 12/16/2011

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: December 14, 2011

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report for November

****

INITIATED BY: Elma Keller, Finance Director EK

REVIEWED BY: Edmundo Garcia, Assistant Program Director EG

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2011 POLICY COUNCIL BUDGET
From 11/1/2011 Through 11/30/2011

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	16,226,566.51	13,726,041.97	0.00	2,500,524.54	15.41%	1,261,159.26
02	FRINGE BENEFITS	5,478,324.53	4,228,021.96	0.00	1,250,302.57	22.82%	394,719.42
03	OUT OF TOWN TRAVEL	10,000.00	10,000.00	0.00	0.00	0	0.00
04	EQUIPMENT	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	919,386.39	1,021,445.05	135,629.07	(237,687.73)	(25.85)%	135,493.75
06	OTHER COST	2,193,683.57	2,026,940.16	42,376.05	124,367.36	5.67%	214,873.41
Report Total		24,827,961.00	21,012,449.14	178,005.12	3,637,506.74	14.65%	2,006,245.84

Remaining Budget Balance should be at 8% as of November 30, 2011.

Actual Budget Balance is at 14.65% creating a remainig balance of 6.65%

AI-30112 **10. B.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Special Services Monthly Report: November 2011

BACKGROUND

Policy Council Approval: 12.14.11

Attachments

Special Services Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/12/2011 01:18 PM
Roland Garcia	Rolando Garcia	12/14/2011 02:13 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Linda Galaviz Started On: 12/12/2011 10:54 AM

Final Approval Date: 12/16/2011

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: December 14, 2011

SUBJECT: Approval of Special Services Monthly Report

RATIONALE/NEED: This report keeps the Policy Council Members informed on the number count of children with special needs.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Special Services Report for November

****

INITIATED BY: Connie Horta, Special Services Director

REVIEWED BY: Nora S. Munoz, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Special Services Monthly Program Report
November 2011

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Qualify	Parent Refusal of Services	Total Center Enrollment	10% Quota
Alamo	12	5	21	5	0	117	12
Alton	8	7	25	4	1	100	10
Donna I	8	12	30	9	0	136	14
Donna II	1	0	12	2	0	60	6
Donna IV	3	0	4	0	0	33	3
Edcouch	9	2	18	1	0	185	18
Edinburg I	1	6	7	1	0	57	6
Edinburg II	2	4	10	2	0	34	3
Edinburg III	3	4	10	0	1	51	5
Edinburg IV	9	15	31	7	0	194	19
Edinburg V	10	6	16	5	0	154	15
Elsa	6	1	6	2	0	57	6
Hidalgo	5	1	11	1	1	54	5
La Herencia	4	4	4	2	0	52	5
La Joya	5	0	21	0	0	91	9
Las Milpas I	9	0	25	1	0	114	11
Las Milpas II	4	1	9	0	0	51	5
McAllen II	11	2	16	0	0	111	11
McAllen IV	2	4	2	0	0	51	5
McAllen V	4	4	9	0	0	57	6
McAllen VI	6	2	3	3	0	51	5
Vine Terrace	6	0	7	0	0	56	6
Mercedes I	7	5	19	3	0	117	12
Mercedes II	3	6	10	0	0	34	3
Mission I	3	3	8	0	0	80	8
Mission II	15	6	24	3	0	148	15
Mission III	6	7	5	0	0	51	5
Mission IV	0	6	7	2	0	55	6
Monte Alto	5	3	1	0	0	37	4
Palmview I	14	1	23	1	0	148	15
Palmview II	6	11	25	0	0	148	15
Palmview III	11	6	6	3	1	108	11
Pharr	8	10	19	0	4	95	10
Progreso	2	2	4	3	0	57	6
San Carlos	2	0	10	5	0	80	8
San Juan I	5	0	8	0	0	54	5
San Juan II	15	18	26	0	0	179	18
Sullivan	13	4	18	5	0	94	9
UTPA	6	0	7	0	0	34	4
Weslaco I	4	6	13	1	2	77	8
Weslaco II	4	4	11	2	0	74	7
Weslaco III	3	6	13	0	0	97	10
Western Rd	13	0	9	0	0	57	6
Total	**273**	**184**	**563**	**73**	**10**	**3690**	**370**

10% Quota Met

12/01/2011 Updated

AI-30111 **10. C.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Texas Department of Agriculture Meals and Snacks Monthly Report: November 2011

BACKGROUND

Policy Council Approval: 12.14.11

Attachments

Meals and Snacks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/12/2011 01:18 PM
Roland Garcia	Rolando Garcia	12/14/2011 02:14 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Linda Galaviz Started On: 12/12/2011 10:51 AM

Final Approval Date: 12/16/2011

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: December 14, 2011

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Monthly Report

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Meals/Snacks Report for November

****

INITIATED BY: Gilbert Silva, Interim Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Dec. '10	Jan. '11	Feb. '11	Mar. '11	Apr. '11	May '11	June/July '11	Aug. '11	Sept. 11	Oct. '11	*Nov. '11	Meal Totals
Breakfast	34,866	57,887	53,778	51,621	60,560	56,000	Centers closed	39,393	69,272	65,910	57,071	546,358
Lunch	33,972	57,736	53,611	51,310	59,568	54,252	Centers closed	39,430	68,976	65,646	56,584	541,085
PM Snack	27,877	51,510	47,121	45,817	51,224	45,562	Centers closed	35,495	60,013	59,329	47,616	471,564
Monthly Totals	96,715	167,133	154,510	148,748	171,352	155,814	Centers closed	114,318	198,261	190,885	161,271	1,559,007

*Preliminary

Rates for Free Meal Reimbursement

Breakfast: $ 1.51

Lunch: $ 2.77

Cash in Lieu of Commodities (Lunch): $0.2225

Snack: $ 0.76

Submitted by: *Veronica Templeton, CN Bookkeeper*

12/1/2011

AI-30110 **10. D.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Children's Applications for 2011-2012

BACKGROUND

Policy Council Approval: 12.14.11

Attachments

Children's Applications

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/12/2011 01:16 PM
Roland Garcia	Rolando Garcia	12/14/2011 02:15 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Linda Galaviz Started On: 12/12/2011 10:48 AM

Final Approval Date: 12/16/2011

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: December 14, 2011

SUBJECT: Approval of Children's Applications for Program Year 2011-2012

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: The children's applications report

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Application Status Report: PY 2011 - 2012 (As of 12/14/2011)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Waiting List	Vacancies
1	Alamo (6 - 119)	117	62	55	145	0	90	
2	Alton (5 - 100)	100	49	51	99	1	52	
3	Donna I (8 - 136)	136	82	54	153	0	99	
4	Donna II (3 - 60)	60	36	24	58	0	36	
5	Donna IV (2 - 33)	33	19	14	26	0	15	
6	Edcouch (10 - 257)	182	98	84	154	0	85	
7	Edinburg I (3 - 67)	57	27	30	44	0	17	
8	Edinburg II (2 - 34)	34	12	22	55	0	33	
9	Edinburg III (3 - 51)	51	21	30	45	0	17	
10	Edinburg IV (10-194)	194	87	107	185	1	87	
11	Edinburg V (8 - 182)	154	73	81	165	0	84	
12	Elsa (3 - 64)	57	26	31	61	0	30	
13	Hidalgo (3 - 60)	54	25	29	60	0	37	
14	La Herencia (3 - 52)	52	26	26	37	0	11	
15	La Joya (5 - 116)	94	57	37	89	0	62	
16	Las Milpas I (6 - 120)	114	56	58	98	0	52	
17	Las Milpas II (3 - 51)	51	31	20	44	0	24	
18	McAllen II (6 - 147)	111	69	42	85	3	67	
19	McAllen IV (3 - 51)	51	34	17	41	0	25	
20	McAllen V (3 - 67)	57	33	24	59	0	35	
21	McAllen VI (3 - 51)	51	34	17	54	0	37	
22	Mercedes I (6 - 119)	117	42	75	144	0	72	
23	Mercedes II (2 - 34)	34	16	18	27	0	16	
24	Mission I (4 - 110)	80	37	43	68	0	32	
25	Mission II (8 - 148)	148	83	65	91	0	40	
26	Mission III (3 - 51)	51	28	23	30	0	7	
27	Mission IV (3 - 62)	55	31	24	44	0	24	
28	Monte Alto (2 - 40)	37	28	9	27	0	18	
29	Palmview I (8 - 188)	148	82	66	95	1	48	
30	Palmview II (8 - 192)	148	95	53	90	0	37	
31	Palmview III (6 - 122)	108	54	54	79	2	38	
32	Pharr (5 - 100)	94	53	41	91	1	51	
33	Progreso (3 - 60)	57	22	35	59	0	26	
34	San Carlos (4 - 80)	80	41	39	84	0	45	
35	San Juan I (3 - 60)	54	43	11	46	0	39	
36	San Juan II (10 - 182)	179	99	80	160	0	93	
37	Sullivan City (6 - 124)	94	52	42	64	3	29	
38	UTPA (2 - 34)	34	12	22	57	0	35	
39	Vine Terrace (3 - 60)	57	35	22	42	2	33	
40	Weslaco I (4 - 84)	77	35	42	79	0	37	
41	Weslaco II (4 - 84)	74	42	32	87	0	55	
42	Weslaco III (5 - 100)	97	41	56	88	0	32	
43	Western Rd (3 - 69)	57	50	7	34	0	28	
	GRAND TOTAL	3690	1978	1712	3343	14	1830	0

AI-30115 **11. A.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Sergio Cruz Submitted By: Angelica Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to transfer $635,172.98 to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield Insurance Claims paid for period 11/26/2011 to 12/09/2011.

11/26-30/2011	$143,885.81
12/01-02/2011	$129,481.49
12/03-09/2011	$361,805.68
TOTAL	$635,172.98

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

11-26-30-2011
12-01-02-2011
12-03-09-2011
Invoices
Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 10:26 AM
Olga Garza	Olga Garza	12/15/2011 04:39 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Angelica Tapia Started On: 12/12/2011

Final Approval Date: 12/16/2011

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **11/26/2011 to 11/30/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$108,380.60
0002-0012	HEAD START	$22,937.14
0003-0013	APPRAISAL DISTRICT	$1,628.91
0004-0014	COMMUNITY SERVICE AGENCY	$4,315.28
0005-0015	DRAINAGE DISTRICT NO.1	$938.02
0006-0016	RETIREE	$4,649.53
9001-9002	COBRA	$1,036.33
	TOTAL	$143,885.81

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **12/01/2011 to 12/02/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$98,471.39
0002-0012	HEAD START	$17,610.40
0003-0013	APPRAISAL DISTRICT	$5,372.89
0004-0014	COMMUNITY SERVICE AGENCY	$1,446.42
0005-0015	DRAINAGE DISTRICT NO.1	$1,732.08
0006-0016	RETIREE	$3,868.60
9001-9002	COBRA	$979.71
	TOTAL	$129,481.49

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **12/03/2011 to 12/09/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$224,271.28
0002-0012	HEAD START	$91,559.24
0003-0013	APPRAISAL DISTRICT	$4,728.98
0004-0014	COMMUNITY SERVICE AGENCY	$7,325.13
0005-0015	DRAINAGE DISTRICT NO.1	$25,373.79
0006-0016	RETIREE	$5,039.31
9001-9002	COBRA	$7,907.21
	STOP LOSS	($4,399.26)
	TOTAL	$361,805.68

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 11/26/2011 - 12/02/2011 Process Date: 12/02/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 11/26/2011 - 11/30/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$761,451.62	$108,380.60	$0.00	$0.00	$108,380.60	1,177
TX433	01	002	HEAD START	$229,138.58	$22,937.14	$0.00	$0.00	$22,937.14	297
TX433	01	003	APPRAISAL DISTRICT	$39,840.92	$1,628.91	$0.00	$0.00	$1,628.91	38
TX433	01	004	COMMUNITY SERVICE	$20,915.59	$4,315.28	$0.00	$0.00	$4,315.28	26
TX433	01	005	DRAINAGE DISTRICT	$39,896.70	$938.02	$0.00	$0.00	$938.02	29
TX433	01	006	RETIREES	$23,361.22	$4,649.53	$0.00	$0.00	$4,649.53	25
TX433	01	007	COBRA	$10,306.71	$1,036.33	$0.00	$0.00	$1,036.33	20
			STOPLOSS	($3,508.91)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,124,911.34	$143,885.81	$0.00	$0.00	$143,885.81	1,612
			STOPLOSS Total	($3,508.91)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,121,402.43	$143,885.81	$0.00	$0.00	$143,885.81	1,612

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 11/26/2011 - 12/02/2011 Process Date: 12/02/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 12/01/2011 - 12/02/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$98,471.39	$98,471.39	$29,418.42	$0.00	$69,052.97	953
TX433	01	002	HEAD START	$17,610.40	$17,610.40	$6,608.39	$0.00	$11,002.01	239
TX433	01	003	APPRAISAL DISTRICT	$5,372.89	$5,372.89	$4,009.04	$0.00	$1,363.85	45
TX433	01	004	COMMUNITY SERVICE	$1,446.42	$1,446.42	$337.38	$0.00	$1,109.04	8
TX433	01	005	DRAINAGE DISTRICT	$1,732.08	$1,732.08	$1,420.09	$0.00	$311.99	15
TX433	01	006	RETIREES	$3,868.60	$3,868.60	$2,397.28	$0.00	$1,471.32	48
TX433	01	007	COBRA	$979.71	$979.71	$3.82	$0.00	$975.89	3
			Customer Total Claims	$129,481.49	$129,481.49	$44,194.42	$0.00	$85,287.07	1,311
			Customer Grand Total	$129,481.49	$129,481.49	$44,194.42	$0.00	$85,287.07	1,311

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 12/03/2011 - 12/09/2011 Process Date: 12/09/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 12/03/2011 - 12/09/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$322,742.67	$224,271.28	$47,311.93	$0.00	$176,959.35	2,432
TX433	01	002	HEAD START	$109,169.64	$91,559.24	$26,811.24	$0.00	$64,748.00	564
TX433	01	003	APPRAISAL DISTRICT	$10,101.87	$4,728.98	$1,284.04	$0.00	$3,444.94	89
TX433	01	004	COMMUNITY SERVICE	$8,771.55	$7,325.13	$109.62	$0.00	$7,215.51	19
TX433	01	005	DRAINAGE DISTRICT	$27,105.87	$25,373.79	$1,907.14	$0.00	$23,466.65	91
TX433	01	006	RETIREES	$8,907.91	$5,039.31	$1,757.83	$0.00	$3,281.48	73
TX433	01	007	COBRA	$8,886.92	$7,907.21	$367.97	$0.00	$7,539.24	37
			STOPLOSS	($4,399.26)	($4,399.26)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$495,686.43	$366,204.94	$79,549.77	$0.00	$286,655.17	3,305
			STOPLOSS Total	($4,399.26)	($4,399.26)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$491,287.17	$361,805.68	$79,549.77	$0.00	$286,655.17	3,305

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **November 26, 2011 thru December 09, 2011.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$635,172.98.**

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District No.1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 11/26/2011 to 12/09/2011 is $ 635,172.98.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of December 20, 2011.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Head Start Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vargas — Employee Benefits Manager — 12/13/2011 — Date

Dept. of Budget & Management Budget Officer — 12/14/2011 — Date

Commissioners' Court Approval — Date

AI-30199 **11. B.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of payment of invoice dated 12/13/11 from Montalvo Insurance Agency in the amount of $1,297.00 for commercial property insurance at 3344 E. Richardson Road, Edinburg, TX (John Austin Pena Facility) with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-00-125-009-0-521

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

BUDGETARY IMPACT:

Funds pending AI-30227 CC 12/20/11.

Attachments

insurance invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/15/2011 08:04 AM
Erika Zamora	Erika Zamora	12/16/2011 09:00 AM
Purchasing Department	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Angela Garcia Started On: 12/14/2011 04:06 PM

Final Approval Date: 12/16/2011

Invoice

12/13/11

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Hidalgo County**
PO Box 1356
Edinburg, TX 78540

Property Location: 3344 E. Richardson Road, Edinburg, TX

Type of Coverage: Commercial Property	
Policy Change: Adding Building and Contents Coverage	
Company: Chubb – Federal Insurance Company	
Policy #35834670	
Term: 01/01/2011 – 01/01/2012	
Premium:	**$1,297.00**
Total Premium:	**$1,297.00**

The policy has been amended per the enclosed endorsement.

Payment due upon receipt.

Thank you for your business!

AI-30224 **11. C.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Damaris SanMiguel Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Salaries & Fringes Sweep (1100):
Approval to transfer lapsed salaries and fringes from various departments to the Countywide Administration-Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: Countywide G/F

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

BUDGETARY IMPACT:

Please refer to attached Salary & Fringes Sweep analysis for funds availability as of 12-15-11.

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	12/16/2011 09:56 AM
Budget & Management	Merlen P. Munoz	12/16/2011 09:58 AM
Sylvia Solis	Merlen P. Munoz	12/16/2011 10:40 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Ivan Cantu Started On: 12/15/2011 04:47 PM

Final Approval Date: 12/16/2011

AI-30125 **12. A.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: ELECTIONS DEPT.

Information

CAPTION

Approval and acceptance of maintenance agreement for the refurbished Ivotronic and ADA Ivotronic machines recently purchased from E S & S with authority for County Judge to execute documents.

BACKGROUND

Purchase approved by Commissioner's Court on 10/25/11

Fiscal Impact

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

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

BUDGETARY IMPACT:

PO # 666260 for the amount of $216,550.00
Approved by Commissioner's Court on 10/25/2011 (AI-29250) for the purchase of the IVO's (voting machines).

Attachments

iVo Ex A Sales Order Agreement

Front Side Sales Order Agreement

Reverse Side Sales Order Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/14/2011 03:48 PM
Roland Garcia	Rolando Garcia	12/14/2011 04:26 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Veronica Lopez Started On: 12/13/2011 10:30 AM

Final Approval Date: 12/16/2011

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software Maintenance and Support Services shall be in effect from the date on which the Warranty Period expires until the first anniversary thereof (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this Exhibit A is terminated pursuant to subsection 1(c) or 1(d) below.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software Maintenance and Support Fees for any Renewal Period shall be as agreed to by the parties and such fees will not exceed ES&S' list prices which are in effect at the time of commencement of such Renewal Period. The Renewal Period fees are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software Maintenance and Support Fees shall be comprised of (i) a fee for the Software Maintenance and Support of the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Hardware Maintenance or Software Maintenance and Support for an Add-On License or New Product during the Initial Term or any renewal thereof, ES&S will charge an incremental fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe to a Hardware Maintenance or Software Maintenance and Support Plan, or otherwise changes its Hardware Maintenance or Software Maintenance and Support Plan with ES&S during the Initial Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance or Software Maintenance and Support Coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Exhibit A for the ES&S equipment listed on Schedule A1 is set forth on Schedule A1 (the "Products") and shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ('Routine Maintenance Services") once each **Twelve Months** during the Initial Term or any renewal thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the

Equipment, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on Schedule A1 as "depot repair only" shall only be provided pursuant to Section 1(b) below.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a preventative maintenance event as follows: Repair Services for Products covered under this Exhibit A will be performed at Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Exhibit A to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices, or (iii) repair any Product from which the serial number has been

removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S Technician labor rate and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at the current published ES&S Technician labor rate) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
SOFTWARE MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide Software Maintenance and Support Services ("Software Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support Services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, along with appropriate documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining and installing any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be "Software", and shall be subject to all the terms and conditions of ES&S' license of the Software, upon delivery. Customer shall install Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. In the event Customer requests ES&S to install an ES&S Firmware Update, ES&S shall install such Update only in connection with the

Routine Maintenance Services provided herein. ES&S may charge Customer at its then-current rates to (a) ship the Updates, (b) install the Updates (c) provide maintenance and support on the Software which is required as a result of Customer's failure to timely install an Update or (d) train the Customer on the Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in federal or state law.

3. **Conditions.** ES&S shall not provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 4 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

Schedule A1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES
(Expiration of Warranty Period through the first anniversary thereof)

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Annual Maintenance Fee In Total
85	15" iVotronic Voter Terminal	TBD	$95.00	$8,075.00
35	15" iVotronic ADA Terminal	TBD	$95.00	$3,325.00
Total Maintenance Fees for the Initial Term			[redacted]	**$11,400.00**

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Edinburg, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Maintenance Term, this Exhibit A shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Exhibit A is terminated according to Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Exhibit A

1. Telephone support.
    - ES&S will provide Hardware support on procedural questions of a specific nature not covered in ES&S' Hardware User Manuals;
    - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
2. Issue Resolution. (to be provided on a limited basis)
    - ES&S will provide Hardware issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Equipment User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Equipment User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Equipment User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of equipment.
    - Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.

5. Repair Services.

    - Customer receives coverage for interim repair calls.
        - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
        - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

    - Customer has access to the ES&S Help Desk for assistance.
    - The customer receives priority on service calls.
    - The customer receives priority on response time.
    - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE MAINTENANCE AND SUPPORT DESCRIPTION AND FEES

(Expiration of Warranty Period through the first anniversary thereof)

Listed below are the Unity Software Modules for which Software Maintenance and Support will be provided:

Description	Support Provided
AutoMARK Information Management System (AIMS)	NA
Ballot Image Manager (BIM)	NA
Ballot on Demand (BOD)	NA
Data Acquisition Manager (DAM)	NA
Election Data Manager (EDM)	NA
Election Reporting Manager (ERM)	NA
Hardware Programming Manager (HPM)	NA
iVotronic Image Manager (IVIM)	NA
Ballot on Demand (BOD)	NA
Data Acquisition Manager (DAM)	NA

Listed below are the Hardware Products for which Software (Firmware) Maintenance and Support will be provided:

Hardware Product Description	Support Provided and Number of Units
15” iVotronic Voter Terminal	85
15” iVotronic ADA Terminal	35

ES&S Software Maintenance and Support Fees for the Initial Term shall be as follows:

Coverage Period	Annual Firmware Maintenance and Support Fees	Annual Software Maintenance and Support Fees
TBD	$7,200.00	N/A
Total Maintenance and Support Fees for the Initial Term	**$7,200.00**	**N/A**

Software Maintenance and Support Services Provided by ES&S Under this Exhibit A

1. Telephone support.

    - ES&S will provide Software support on procedural questions of a specific nature not covered in ES&S’ Software User Manuals;

    - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.

2. Issue Resolution. (to be provided on a limited basis)

    - ES&S will provide Software issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Software User Manuals and as

directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Software User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Software User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.

3. ES&S will provide Technical Bulletins available on the ES&S Customer Portal on a schedule to be determined by ES&S regarding specific issues the Customer may be experiencing.

Note: Except for those Software Maintenance and Support Services specifically set forth herein, ES&S is under no obligation and shall not provide other Software Maintenance and Support Services to the Customer unless previously agreed upon by the parties.

Software Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer's current software and hardware operator shall have completed a full software training session for each product selected.

    - Customer shall have completed training at a proficiency level to successfully use hardware (firmware) and software products for General and Primary elections.

    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.

    - Customer shall have the ability to change the stick batteries on the iVotronic system and the pick belts on the Model 650. Any other changes made by the customer must be pre-approved in writing by ES&S.

    - Customer shall have the ability to store equipment in accordance with ES&S requirements.

2. Customer shall have reviewed a complete set of User Manuals.

3. Customer shall have reviewed Training Checklists.

4. Customer shall be responsible for integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.

5. Customer shall be responsible for data extraction from Customer VR system.

6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise.

7. Customer shall be responsible for Customer Acceptance of the hardware, unless otherwise agreed upon, in writing, by the parties.

8. Customer shall be responsible for any error or exception handling not identified in the User Guides as part of ES&S software or hardware.

9. Customer shall be responsible for customer network design, layout, set up, administration, maintenance or connectivity.

10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

ELECTION SYSTEMS & SOFTWARE

11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

Customer P.O. #: 666260
1st Election Date: To be Agreed Upon by the Parties
Estimated Delivery Date: To be Agreed Upon by the Parties

Customer Contact, Title: Joaquin Garcia
Phone Number: (956) 292-7702
County Name: Hidalgo County, Texas
Fax Number: (956) 318-2567

Type of Sale: ☑ **NEW**

Type of Equip: ☐ **NEW** ☑ **USED**

Bill To:	Ship To:
Hidalgo County, Texas	Hidalgo County, Texas
Joaquin Garcia	Joaquin Garcia
P.O. Box 659	101 S. 10th Avenue
Edinburg, TX 78539	Edinburg, TX 78539

	Item	Description	Qty	Price	Total	Annual Firmware Maintenance Fee	Annual Hardware Maintenance Fee	Annual Software Maintenance Fee
1	**AutoMARK**				-			
2	**iVotronic (Voter)**	(Used) 15" iVotronic Voter Assist Terminal with Booth, Supervisor PEB, and 512mb Flashcard	85	1,595	**135,575.00**	5,100	8,075	
3	**iVotronic (ADA)**	(Used) 15" iVotronic ADA Assist Terminal with Booth, Supervisor PEB, 512mb Flashcard, and Headset	35	1,695	**59,325.00**	2,100	3,325	
4	**iVotronic (Supervisor)**				-			
5	**M100**				-			
6	**M650**				-			
7	**DS200**				-			
8	**Software**				-			
9	**Installation**				-			N/A
10	**Services**				-			
11	**Other**				-			
12	**Supplies**				-			
13	**Shipping**	15" iVotronic Terminals	120	25.42	**3,050.40**			
				Order Subtotal	$ **197,950.40**			
				Discount	$ -			
				Order Total	$ **197,950.40**	**7,200**	**11,400**	**N/A**

Freight Billable: **yes** ☑ **no** ☐

Mark White
Sales Rep / Account Manager

Customer Signature — Date

V.P. of Finance

Title

Special Notes :

Payment Terms	100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice. Note: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
Warranty Period (Years):	One (1) Year After Equipment Delivery

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment and ES&S Software described on the reverse side. The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software, described on the reverse side, and ES&S' firmware, which is delivered as part of the ES&S Equipment ("ES&S Firmware"), and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment. The licenses allow such employees to use and copy the ES&S Software and ES&S Firmware (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to use the source code for the ES&S Software or ES&S Firmware.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent), including, but not limited to, any ballots, ballot shells or code stock.

4. **Term of Licenses**. The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2. The licenses shall survive the termination of all other obligations of the parties under this Agreement, provided, however, that ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

6. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the Equipment or Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or Software will become the property of ES&S. This warranty is effective provided that (I) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the Equipment or Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the Equipment or Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update, or the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty maintenance and support are set forth on Exhibit A

b. **Exclusive Remedies. IN THE EVENT OF A BREACH OF SUBSECTION 6(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software Maintenance and Support.

8. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the Software, all Documentation and training materials provided by ES&S, the design and configuration of the Equipment and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

9. **Indemnification**. To the extent provided for by the Constitution and laws of the State of Texas, customer shall indemnify and hold harmless ES&S from and against any and all adverse consequences arising out of or relating to the following:

a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any update provided to it by ES&S; (ii) the use of any Equipment or Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such Equipment or Software; or (iii) Customer's modification or alteration of any item of Equipment or Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

13. **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the Equipment and Licensed Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the Equipment and Licensed Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the Licensed Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain compliant with applicable laws and regulations.

14. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the Licensed Software and/or Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) the total cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain certified;

(ii) Customer's pro-rata share of such future state certification or recertification costs; and

(iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the

Equipment and/or Licensed Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement.

AI-30168 **12. B.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting authority to enter into a 36-month maintenance agreement with "DESTINY SOFTWARE, INC." for agenda quick software for the Department of Budget & Management in the total amount of $2,250.00/year, for 1st yr. and $3,000.00/yr for subsequent years REQ. #207440.

BACKGROUND

1-1100-413-30-125-004-0-336

Fiscal Impact

FISCAL YEAR: 2011/2012 ACCT. #: 1-1100-413-30-125-004-0-336

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

BUDGETARY IMPACT:

Calendar year 2011
1-1100-413-30-125-004-0-336
Funds encumbered under req no. 207440

Calendar year 2012
2-1100-413-30-125-004-0-336
Funds encumbered under req no. 207440

Attachments

invoice
email
revised

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/16/2011 10:54 AM
Budget & Management	Merlen P. Munoz	12/16/2011 10:57 AM
Rosalinda Cantu	Rosie Cantu	12/16/2011 11:23 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Monica Badillo Started On: 12/14/2011

Final Approval Date: 12/16/2011

Destiny Software, Inc
PO Box 827
Woodinville, WA 98072-0827

Invoice

DATE	INVOICE #
10/30/2011	3154

BILL TO
County of Hidalgo Budget Officer 100 E Cano, 1st Floor Edinburg, TX 78539

P.O. NO.	TERMS	PROJECT
557897	Due on recpt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	Yearly Maintenance (15%) 12/01/2011 to 11/30/2012	2,250.00	2,250.00

1-1100-413-30-125-004-0-336

Total	$2,250.00
Payments/Credits	$0.00
Balance Due	$2,250.00

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 11/8/11 BY:

Software License & Service Agreement

Effective Date: October 1, 2011

THIS AGREEMENT between **Destiny Software Inc.** ("Licensor"), of 19724 166th Ave NE, Woodinville, Washington 98072, and **Hidalgo County, Texas** ("Licensee"), of Hidalgo County 100 E Cano, Edinburg, Texas 78539

WHEREAS:

(A) This Agreement is a license and service agreement and not an agreement for the sale of software.

(B) This Agreement gives Licensee limited rights to use the Software and Related Materials described below and imposes upon Licensee certain obligations to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.

(C) This Agreement imposes upon Licensor certain obligations to provide customer service in regard to the ongoing maintenance of Software and Related Materials described below.

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

1. **Definitions**. In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:

   (a) **"Confidential Information"** means proprietary material or information belonging to Licensor, or to any third party to which Licensor owes a duty to maintain confidentiality, directly or indirectly placed by Licensor, or by third parties to which Licensor is related, into the possession of Licensee which material or information is not generally available to or used by others (except other persons whom Licensor has granted licenses of the Software and Related Materials or part thereof) or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, and includes, without limitation, all business information, computer software and computer technology, whether patentable or not, which is acquired by or on behalf of Licensee from time to time and which, owing to the relationship between Licensor and Licensee, may become known to Licensee.

   (b) **"Copyrights"** shall refer to those copyrights or copyright registrations for the Software or the Software and Related Materials and shall include future copyrights belonging to Licensor or any third party related to Licensor for improvements and modifications thereof and applications by Licensor for registration of copyrights for improvements and modifications thereof;

   (c) **"Enhancements"** means changes and/or improvements to the Software, whether arising out of the particular Software configuration for the specific use of Licensee or otherwise;

(d) "**Errors**" means, with regard to the Software, incorrect source code or object code or anything not in agreement with published Specifications or requested modifications;

(e) "**Know-How**" includes all technology, source code, object code, local area network manager code, technical information, procedures, processes, trade secrets, methods, practices, techniques, information, logic/flow charts, sketches, drawings, Specifications, application and modification manuals and data relating to the design, manufacture, production, inspection, and testing of the Software, which are from time to time in Licensor's possession;

(f) "**Manuals**" means the programmer's manuals, the technical manuals and the user manuals and other similar documentation;

(g) "**Modifications**" means Enhancements and/or correction of Errors, and Modifications shall be deemed to have been accepted by Licensee upon the lapse of sixty (60) days following successful installation of any Modifications unless Licensee notifies Licensor in writing prior to the lapse of such period that the Modifications in question do not conform to Specifications;

(h) "**Related Materials**" means all of the printed materials, user documentation, training documentation and confidential activation code for the Software supplied by Licensor to Licensee, and includes the Manuals;

(i) "**Service**", which means consulting time, providing technical information and or assistance in the ongoing maintenance of the Software;

(j) "**Software**", which includes the Know-How and, unless otherwise hereinafter set out to the contrary, any Modifications, is described on Schedule "A" herein and includes all actual copies of all or any portion of the computer programs delivered by Licensor to Licensee, inclusive of backups, updates and merged copies either permitted by this Agreement or supplied subsequently by Licensor or any party related to Licensor; and

(k) "**Specifications**" means the functional performance parameters of the Software.

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3. **License & Service Fee.** In consideration for the granting of the license of the Software and Related Materials to Licensee, and for the providing by Licensor of service, as defined in **Schedule "B"**, Licensee hereby agrees to pay to Licensor a license & service fee, as defined in **Schedule "B"**. Licensee shall also pay to Licensor all sales, excise and other taxes thereon and upon any other amounts payable by Licensee to Licensor pursuant to this Agreement.

4. **Copyrights.**

   (a) The Software and Related Materials are owned by Licensor and are protected by U.S. copyright laws and applicable international treaties and/or conventions. Without limiting the prohibition on assignment contained elsewhere in this Agreement, Licensee acknowledges that its rights to use the Software and Related Materials are personal to Licensee. Licensee therefore covenants not to permit the use of the Software and Related Materials by unauthorized persons and to use its best efforts to prevent the exportation of the Software and Related Materials or any portion thereof into any country which does not have copyright laws that will protect Licensor's Copyrights.

   (b) Licensor, at its own expense, will defend and indemnify Licensee from all claims that the Software and Related Materials infringe a United States of America copyright, provided that Licensee gives Licensor prompt written notice of such claims and permit Licensor to defend or settle the claims and provides Licensor with all reasonable co-operation and further provided that Licensor shall not be required to defend and indemnify Licensee from infringement claims resulting from Modifications by Licensee.

   (c) As to any Software and Related Materials which are or in the opinion of Licensor may become subject to a claim of infringement, Licensor, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials so as to make it non-infringing. If none of the aforementioned alternatives are available on commercially reasonable terms, then Licensee agrees to return the Software and Related Materials to Licensor upon Licensor's written request and Licensor shall, upon return, refund to Licensee all license fees paid by Licensee to Licensor, and Licensor shall have no other or further liability to Licensee. Licensee acknowledges that the remedies set out in paragraph 11 hereof constitute the sole and exclusive remedy of Licensee for copyright infringement.

5. **Permitted Uses of the Software and Related Materials.** As each configuration of central processing units and/or networked systems may be unique, Licensee agrees to conform Licensee's use of the Software to the particular Software configuration licensed by Licensor to Licensee. Said configuration is incorporated into this license agreement by reference, inclusive of Modifications created or approved by Licensor. Licensee may

make one (1) copy of the Software for archival purposes only, unless Licensor agrees otherwise in writing.

6. **Uses Not Permitted.** Licensee covenants and agrees that it will not:

   (a) whether in whole or in part, sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of or access to the Software and Related Materials, or any portion thereof, to unlicensed persons;

   (b) assign, mortgage, charge or otherwise encumber either the Software and Related Materials or its rights under this Agreement;

   (c) reverse engineer, decompile or disassemble the Software;

   (d) alter, modify or create any derivative works of the Software and Related Materials or any portion thereof, except as needed for Licensee's own use of Software;

   (e) except as permitted elsewhere in this Agreement, make additional copies of the Software and Related Materials or any portion thereof;

   (f) obscure or remove any copyright or trademark notices.

7. **Assignment.** Without limiting anything contained elsewhere in this Agreement, Licensee shall not assign this Agreement or any rights herein without the prior written consent of Licensor, which consent may be arbitrarily withheld. Any purported assignment without Licensor's consent shall be deemed to be null and void.

8. **Term.** The license granted by this Agreement shall commence on the date of this Agreement and shall continue for a period of one year thereafter. This Agreement shall be automatically terminated at the end of the one year period unless Licensee requests renewal, in writing, prior to the end of the period. Notwithstanding the foregoing, this Agreement will terminate automatically without notice if Licensee fails to comply with any provision of this Agreement. The parties agree that all provisions set out in this Agreement for the protection of Licensor and its Copyrights shall remain in force notwithstanding termination of this Agreement.

9. **Updates.** Provided that Licensee is in compliance with the terms and conditions of this Agreement, Licensor agrees to make available to Licensee all updates, improvements and enhancements for the Software. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such updates, improvements or enhancements.

10. **Limited Warranty**.

(a) Licensor warrants that the Software, as defined in **Schedule "A" and, any additional Software, as defined in future revisions to Schedule "A"**, without Modifications, will substantially conform to the Related Materials for a period of one (1) year from the date of receipt by Licensee. Licensor warrants that the media upon which the Software is provided and the Related Materials will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt by Licensee.

(b) **LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO COMPANY. COMPANY MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.**

(c) During the warranty period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's option, be one of the following:

(i) Licensor may attempt to correct or work around Errors;

(ii) Licensor may replace the Software and Related Materials;

(d) Licensor shall not be liable for damages, direct or indirect, special, incidental, consequential, punitive or exemplary, related to Licensee's use of the Software and Related Materials, even if Licensor is advised of the possibility of such damage.

11. **Confidentiality**. All Confidential Information, including the Know-How, shall be treated as confidential by Licensee and shall be used solely to enable Licensee to use the Software in accordance with this Agreement. Nothing contained herein shall prevent Licensee from making disclosure of any of the Confidential Information to any employee of Licensee for the sole purpose of utilizing the Software and Related Materials in accordance with this Agreement, provided that Licensee shall obtain from each employee to whom such disclosure is made a covenant of non-disclosure.

12. **No Implied Waiver**. No failure or delay by Licensor in enforcing any right or remedy in this Agreement shall be construed as a waiver of any future exercise of such right or

remedy by Licensor.

13. **Conflict of Documents**. Any conflict between the terms of this Agreement and any purchase order or other document in relation to the license granted hereby shall be resolved in favor of the terms of this Agreement.

14. **Equitable Relief**. Licensee acknowledges that any breach by it of any of the terms of this Agreement is likely to result in irreparable harm or damage to Licensor and that, in the event of such breach, in addition to any and all remedies at law, Licensor shall have the right to obtain an injunction, specific performance or other equitable relief to prevent the continuous violation of the terms of this Agreement.

15. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Texas.

16. **Entire Agreement**. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties relating to the Software and Related Materials. Any amendments hereto are enforceable only if in writing and signed by each of the parties.

17. **Severability** If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect notwithstanding.

18. **Execution**. This Agreement has been executed by an authorized signatory duly entitled to bind the party on behalf of which he or she has executed this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Destiny Software Inc.

Per: Dean Dickinson Dean Dickinson

Name: Dean Dickinson
Title: Vice President

Hidalgo County, Texas

Per: _____

Name:
Title:

Schedule "A"

Effective: October 1, 2011

Description of Software	**Roundabout FRS - Forms Routing System** Routing and administrative software for forms routing system
Description of services:	a. Specification Analysis b. Security System i. Login user name and password ii. Member/User information attached to login iii. Electronic File Cabinet c. Routing Stops and Mapping i. Routing stops defined and created ii. Action codes and route maps assigned iii. Routing status summary d. Creation of Electronic Signatures i. Password protected Inbox e. User training and training manuals
Description of Software	**AgendaQuick™ – Electronic Agenda Tool** Routable e-form used for creating agendas
Description of services:	a. Specification Analysis b. Creation of form mockup c. Delivery and installation of routable e-form

Software Contract Price	**Agenda Quick™ & Roundabout™ System Software**	**$15,000**
Total Software Contract Price		**$15,000**
Licensee Site:	**Hidalgo County, Texas**	

Schedule "B"

Effective: October 1, 2011

Service and Maintenance Agreement with Hidalgo County, Texas:	Destiny Software Inc. - Premium Service Package
Description of Services	• Customer Training* and Program Documentation • Customer Support for Software Listed in Schedule "A" • Free Updates of Purchased Software Listed in Schedule "A" • Free Fixes to Purchased Software Listed in Schedule "A"
Term of Agreement	**Three Years**
Annual Fee –	
As of 10-1-11	**$2,250**
As of 10-1-12	**$3,000**
As of 10-1-13	**$3,000**

AI-30208 **12. C.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

J.P. 1/2:
Pursuant to Commissioner's Court action consent agenda item #AI-27467 on 7/19/11 requesting approval to correct monthly copier capital lease to reflect the equipment rental amount of $147.00/month plus maintenance in the amount of $46.50/month for a total of $193.50/month for awarded vendor IKON Office Solutions, Inc. Buyboard Contract #299-08 through PO #660903.
(1-1100-415-15-140-001-0-432/780).

BACKGROUND

As per auditor's request, correction to p.o. encumbrance needed. Equipmental rental should be under object code 780 and maintenance should be under 432.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-062-001-0-432

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

BUDGETARY IMPACT:

JP PCT 1/PL 2-EQUIP&VEH R&M SRV
$232.50 available funds as of 12/15/11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-062-001-0-780

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

BUDGETARY IMPACT:

JP PCT 1/PL 2-CAPITAL LEASES
$1,017.50 available funds in p.o. #660903 as of 12/15/11.

Attachments

IKON-JP1PL2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/15/2011 11:09 AM
Budget & Management	Merlen P. Munoz	12/15/2011 11:18 AM
Rosalinda Cantu	Rosie Cantu	12/15/2011 01:35 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Blanca Mayorga Started On: 12/15/2011 10:31 AM

Final Approval Date: 12/16/2011

Requisition

Req # 00198464

PO #

Date: 07/01/11

Consent #27467 7/19/11

Bill To: x
x

Vendor : 223751

IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
FAX (478)471-2311

Ship To: JP PCT 1, PL 2
1902 Joe Stephens STE 302
WESLACO TX 78596

Contact: J.P. 1-2
956-968-0707

Contract No: BUYBOARD 299-08

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TASB Buyboard #299-08 48-month Lease Copier Agreement Ricoh MP 3351 DO NOT DUPLICATE ORDER		
5.00	MONTH	CO Ricoh Aficio MP 3351 Copier	95.00	475.00
5.00	MONTH	CO ARDR DF3030 (50 sheet)	16.00	80.00
5.00	MONTH	CO FAC 38 Cabinet	3.00	15.00
5.00	MONTH	CO Finisher SR3050 (500 Sheet)	13.00	65.00
5.00	MONTH	CO Bridge Unit BU3020	3.00	15.00
5.00	MONTH	CO Digital QC 120/15 Network Powerfilter-Surge Protector	3.00	15.00
5.00	MONTH	CO Fax Option Type 3351	14.00	70.00
5.00	MONTH	CO Service-(5,000 B/W images per month w/overages @ $.0086)	46.50	232.50
5.00	MONTH	CO Late Fees	10.00	50.00
		Account No	Encumbrance	
		1-1100-412-00-062-001-0-780	967.50	
		1-1100-412-00-062-001-0-855	50.00	
			Freight	.00
		Included: Equipment, Delivery, Installation, Operator Training Maintenance, Toner, STaples and Service perfomed by IKON Customer Service Technicians	Total	1,017.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-27467 **13. C.**
CC CONSENT
Meeting Date: 07/19/2011
Submitted For: Marty Salazar
Submitted By: Blanca Mayorga, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Tax Office:

1. Requesting authority to enter into a 36-month new copier (capital) lease for a WC3550X printer through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #198299 in the amount of $64.61/month, effective upon approval. (1-1100-415-15-140-001-0-780);

2. Requesting authority to enter into a 6-month software maintenance agreement through our membership/participation with (DIR) Department of Information Resources awarded vendor CASO Document Management DIR-SDD-1429 through requisition #198460 in the amount of $22,817.96, effective upon approval. (1-1246-415-15-140-003-0-336);

JP PCT 1, PL 2:

Requesting authority to enter into a 48-month new copier (capital) lease agreement through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor IKON Office Solutions, Inc. contract #299-08 through requisition #198464 in the amount of $147.00/month for JP PCT 1, PL 2. (1-1100-412-00-062-001-0-780).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 11100415151400010780
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 11246415151400030336
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 11100412000620010780
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: 11100412000620010855
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: y
BUDGETARY IMPACT:

Attachments

Xerox-#198299
CASO-#198460
IKON-#198464

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/12/2011 02:06 PM
Rosalinda Cantu	Angela Garcia	07/12/2011 02:11 PM
Purchasing Department	Marty Salazar	07/12/2011 04:26 PM
Auditor's Office		07/15/2011 04:42 PM

Form Started By: Blanca Mayorga Started On: 07/11/2011 04:06 PM

Final Approval Date: 07/15/2011

Financial Considerations

Investment Details:
Ricoh MP 3351

Current Situation:

Canon IR2230 – 4,000 copies

$212.00 Monthly (48 mths)

Financial Considerations for 48 Months

Equipment Breakdown	TASB Purchase Pricing	48 mo Pricing
1. Ricoh Aficio MP 3351	$3,899.00	$95.00
ARDR DF3030 (50 Sheet)	$676.00	$16.00
FAC 38 Cabinet	$111.00	$3.00
Finisher SR3050 (500 Sheet)	$514.00	$13.00
Bridge Unit BU3020	$130.00	$3.00
Digital QC 120/15 Network Powerfilter-Surge Protector	$115.00	$3.00
Fax Option Type 3351	$578.00	$14.00
Total Purchase Price	$6,023.00	
Equipment Total		$147.00
Service – (5,000 B/W images per month with overages @ $0.0086)		$46.50
	Grand Total	$193.50

48 Month Lease Option MP 3351- Grand Total - $193.50

Total Equipment Purchase Price for MP3351 - $6,023.00

(Please see attached TASB Pricing Sheet for further break downs of each machine and service)

Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by IKON Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the TASB BuyBoard Contract # 299-08 Registration #: SMA00031453**
Complete Lease Forgiveness on current lease Contract # 429301-1008606A7

IKON Document Efficiency *At Work.*
A RICOH COMPANY

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	60 Mo
Ricoh Aficio MP3351SP							
BASE UNIT							
Ricoh Aficio MP3351SP	MP3351SP	$9,250	3,899	165	118	95	82
COPIER ACCESSORIES							
ARDF DF3030 (50 Sheet)	414143	$1,330	676	29	20	16	14
Platen Cover Type 3800C	412551	$95	52	2	2	1	1
1 Bin Tray BN3030	414127	$325	161	7	5	4	3
Finisher SR3050 (500 Sheet)	414130	$1,045	514	22	16	13	11
1,000 Sheet Finisher SR790	412730	$1,480	764	32	23	19	16
Booklet Finisher SR3000 1,000 Sheet Finisher	412851	$3,150	1,578	67	48	38	33
Bridge Unit BU3020	414125	$240	130	5	4	3	3
Punch Unit Kit PU3000	412855	$765	389	16	12	9	8
Internal Shift Tray SH3010	414140	$325	165	7	5	4	3
PS500 Large Capacity Tray	410958	$1,470	772	33	23	19	16
Paper Feed Unit Type PB 3030	413673	$1,313	641	27	19	16	13
FAC 38 Cabinet	414520	$207	111	5	3	3	2
Key Counter Bracket Type H	412552	$100	50	2	2	1	1
Optional Counter Interface Unit Type A	413012	$62	32	1	1	1	1
ESP Digital QC 120/15 Network - (Powerfilter)	D5133NT	$170	115	5	3	3	2
FAX OPTION ACCESSORIES							
Fax Option Type 3351	415285	$1,100	578	24	18	14	12
32MB Memory Unit Type B	001342MIU	$195	94	4	3	2	2
G3 Interface Unit Type 3350	414084	$680	348	15	11	8	7
Handset Type 1018	410781	$68	36	2	1	1	1
PRINT/SCAN OPTION							
PostScript 3 Unit Type 3350	414120	$570	290	12	9	7	6
IEEE802.11a/b/g Wireless Interface Type J	414008	$565	303	13	9	7	6
IEEE1284 Interface Board Type A	411699	$105	53	2	2	1	1
Bluetooth Interface Unit Type 3245	412866	$378	233	10	7	6	5
Gigabit Ethernet Board Type A	402547	$340	220	9	7	5	5
File Format Converter Type E	414007	$605	318	13	10	8	7
3L68-19 USB Keyboard MP2550/MP3350	100256FNG	$449	428	18	13	10	9
SECURITY OPTIONS							
Data Overwrite Security Unit Type I	413955	$420	210	9	6	5	4
HDD Encryption Unit Type A	414021	$390	207	9	6	5	4
				TOTAL FOR MP3351		**$147.00**	
SUPPLIES							
TONER TYPE 2120D/25335627	841337	$231					
STAPLES TYPE K 5000/CTG	410801	$44					
STAPLES TYPE K REFILL	410802	$78					
Staple Type S for SR3000 (Saddle Stitch) (Uses Type K Refill	412874	$50					
Marker Type 30	334049	$31					

TASB

IKON Office Solutions GTX IMP

CANON / RICOH DIGITAL BLACK&WHITE, COLOR AND PROFESSIONAL SERVICES

TERM	SEG 1	SEG 2	SEG 3	SEG 4a	SEG 4b	SEG 5a	SEG 5b	SEG 6
	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy
12 MONTH	0.0149	0.011	0.0085	0.0066	0.0064	0.0058	0.0056	0.0051
36 MONTH RATE	0.0156	0.0115	0.0089	0.0068	0.0066	0.006	0.0058	0.0053
48 MONTH RATE	0.0163	0.0121	0.0093	0.0071	0.0068	0.0063	0.006	0.0055
60 MONTH RATE	0.0171	0.0127	0.0098	0.0075	0.0072	0.0066	0.0062	0.0057
OVERAGES	0.0145	0.0095	0.0086	0.0062	0.0060	0.0055	0.0054	0.0050
MONTHLY VOLUME	1,000-2,500	2,500-5,000	5,000-10,000	10,000-20,000	20,000-30,000	30,000-40,000	40,000-75,000	75,000 +
		B/W Service for MP 3351SP:		5,000 B/W images per month = 5,000 x $0.0093 = $46.50 (overages @ .0086)				

Price included Service Parts/Labor, Black Toner and Staples. Excluded Connectivity Support.

*** Required Minimum Volume**

TERM	C1100/IPC-1	CLC4/5100	MPC2000/2500 /3000	MPC3500/4500 /6000/7500	C2550/3080/3480	C4080/4580/5185	C5058U/6068U	CPP550/650/C7000/6000VP/6000
	Color*	Color*	B/W or Color**	B/W or Color**		B/W or Color**	B/W or Color**	Color*
12 MONTH	0.1200	0.0680	0.0750	0.0750	0.0660	0.0660	0.0830	0.0520
36 MONTH RATE	0.1250	0.0700	0.0770	0.0770	0.0679	0.0679	0.0850	0.0540
48 MONTH RATE	0.1313	0.0720	0.0790	0.0790	0.0712	0.0712	0.0870	0.0560
60 MONTH RATE	0.1378	0.0740	0.0810	0.0810	0.0748	0.0748	0.0890	0.0580
OVERAGES COLOR	0.1100	0.0660	0.0720	0.0720	0.0640	0.0640	0.0810	0.0500
BLACK/WHITE CPC	0.0200	0.0130	0.0110	0.0090	0.0110	0.0100	0.0120	0.0120
MONTHLY VOLUME COLOR	1,000-2,500	10,000 +	2,500 +	5,000 +	2,500 +	5,000 +	5,000 +	10,000 +
RIP Fees	$45/month	$50/month	$30/month	$30/month	$30/month	$30/month	$30/month	$60/month
No charge for Embedded RIPs								

Price included Service Parts/Labor, Toners and Staples . Excluded Connectivity Support.

*** Required Minimum COLOR Volume. ** Select ether Black/White or Color as minimum.**

SERVICE TOTALS 5,000 B/W images per month @ $0.0093 =	$46.50
TOTAL MONTHLY SERVICE FEE	**$46.50**
	Overages @ $0.0086

Managed Printer Fleet Pricing

All LaserJet Printe BuyBoard Pricing
B/W Printer .03/impression*
116 .25/impression*
* Only Laser Jets
*All Printers need to have Director of Service approval

Capital Lease Versus Operating Lease Test
2011

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

									1	2	3a	3b	4a	4b	
CC Date	State PurchaseOrder Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
7/19/2011	TASB 299-08	62	JP 1 Pl 2	198464	299-08	7/19/2011	RICOH MP3351	$147.00	N	N	48	60	6,023.00	$6,023.00	Capital Lease
6/28/2011	TASB 299-08	48	Planning	195978	299-08		Ricoh MP 2851SP	$160.40	N	N	48	60	7,699.20	$5,203.00	Capital Lease
7/19/2011	985-L2	140	Tax Office-Alamo	198299	985-L2	7/19/2011	WC3550X	$64.61	N	N	36	60	2,325.96	$2,325.00	Capital Lease
													0.00		

Proposal for Hidalgo County J.P. 1 PL. 2

PREPARED BY:
Aissa Garcia – Account Executive
Mobile: (956) 607-6465
Email: aissa.garcia@ricoh-usa.com

PREPARED FOR:
Hidalgo County J.P. 1 PL. 2

Date Submitted: July 1, 2011

IKON Document Efficiency At Work.
A RICOH COMPANY

Aissa Garcia
Account Executive
IKON Office Solutions, Inc.
1400 N. McColl, Ste. 103
McAllen, TX 78501
(956) 607-6465
aissa.garcia@ricoh-usa.com

IKON **Document Efficiency** *At Work.*
A RICOH COMPANY

Reservation of Rights—In response to your request, we have reviewed and are responding to the terms and conditions in your RFP or invitation. Based on our review of the information provided by you, IKON is confident that contracts acceptable to us may be reached promptly following any award. Specifically, we recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. In an effort to expedite the finalization of our agreements, we have noted the following topics for our discussion, which are either not addressed in your request or for which we request further clarification:

- To the extent you lease from us or IKON Financial Services, customary terms and conditions related to equipment financing, subject to customary non-appropriation rights;
- Mutually acceptable terms related to the measurement and calculation of service levels, including customary terms related to reporting requirements and remedies;
- Standard industry service termination and default, rights and remedies, including reasonable written notice requirements and cure periods;
- Risk of loss and insurance requirements during possession of provided equipment;
- Assignment rights subject to prior credit approval;
- Standard industry warranties for service and support and the transfer of applicable manufacturer product warranties, as well as customary limitations of implied warranties;
- Mutual indemnification for third party claims arising from acts of misconduct in connection with the performance of services; and
- Mutual liability protections for consequential and similar damages.

As is customary for transactions of this type, any acknowledgements made by each of us are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Proprietary and Confidential Statement—The enclosed materials are proprietary to IKON Office Solutions, Inc. ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

Adan Guerrero
Hidalgo County J.P. 1 PL. 2
1902 Joe Stephens Ave.
Weslaco, TX 78596

Dear Mr. Guerrero,

Thank you for taking the time to speak with me regarding your copier situation. Based on our conversation, I have put together a proposed solution that we believe will meet your goals of:

- New technology to increase efficiency and increase speed
- Reducing overall monthly costs in each department by migrating prints to a multifunctional product
- Complete lease forgiveness on current lease contract # **429301-1008606A7**

At IKON Office Solutions, Inc., a Ricoh company, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by IKON's world class service and expertise.

Thank you for giving us the opportunity to present the following proposal. On behalf of your IKON team, we appreciate the time you have committed to considering our recommendations. We look forward to serving all of your document needs and increasing your document efficiency.

Sincerely,

Aissa Garcia
Account Executive
Office 956-687-9156
Mobile 956-607-6465
Aissa.garcia@ricoh-usa.com

IKON **Document Efficiency** *At Work.*®
A RICOH COMPANY

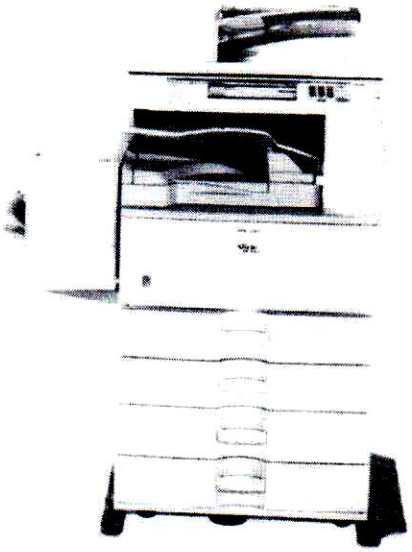
Reservation of Rights—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Ricoh MP 3351

The Ricoh MP 3351 delivers exceptional results to businesses seeking versatile digital copying, productive network scanning and printing. Featuring professional image quality and a space-saving design, these models incorporate an array of impressive features that will substantially increase user productivity.

Key Features of the Ricoh MP 3351

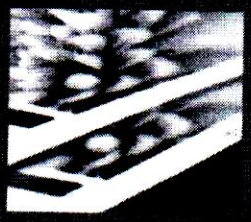
- 33 PPM monochrome output speed, Low cost per page output
- 1,100-sheet paper capacity
- 500-sheet finisher and cabinet stand
- Device is fax, print and scan enabled - providing both black & white and color scanning functionality
- Warm up time of 22 seconds and 4.5 seconds monochrome first print speed
- ESP Power Filter
- Energy Star® compliant
- Warm up time less than 45 seconds

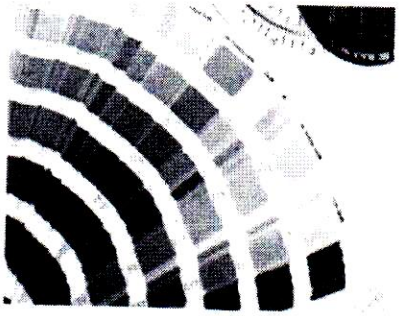


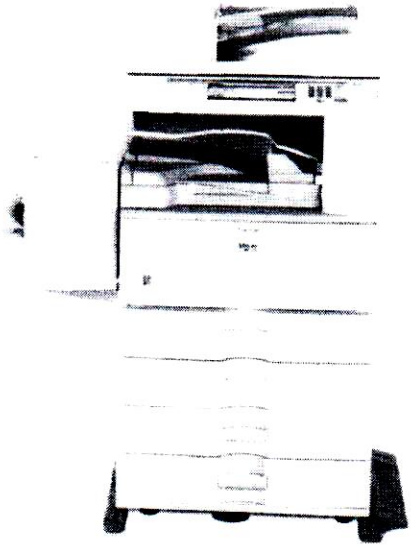
IKON Document Efficiency *At Work.*

A RICOH COMPANY

www.ikon.com







IKON **Document Efficiency** *At Work.*®

A RICOH COMPANY

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AI-30198 **12. D.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to make payment of the following invoice/claim to Rodrigo Gonzalez Jr. in the amount of $6,000.00 for lease of office space, with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-063-001-0-441

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

BUDGETARY IMPACT:

JP PCT 2/PL 1-LAND & BLDG RENTALS
1-1100-412-00-063-001-0-441
$6,000.00 available as of 12/15/11.

Attachments

Invoice No. 1229

Agenda Item on 10/25/11

Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/15/2011 10:22 AM
Budget & Management	Merlen P. Munoz	12/15/2011 10:31 AM
Rosalinda Cantu	Rosie Cantu	12/15/2011 11:47 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Rocio Villarreal Started On: 12/14/2011 04:05 PM

Final Approval Date: 12/16/2011

Invoice

From:			
Rodrigo Gonzalez Jr. 1510 N. Jackson Rd. Pharr, Tx 78577			
To:			
THE COUNTY OF HIDALGO		Invoice	#001229
Attn: Rocio Villarreal		Invoice Date	12/7/2011
2812 S. Business Hwy 281		Due Date	12/21/2011
Edinburg, Tx 78539			
LEASE OF OFFICE SPACE			
1510 N. JACKSON RD.			
AUGUST 2010			$1,200.00
SEPTEMBER 2010			$1,200.00
OCTOBER 2010			$1,200.00
NOVEMBER 2010			$1,200.00
DECEMBER 2010			$1,200.00

TOTAL	$6,000.00

Paint Source
Of Texas

1510 N. Jackson Rd
Pharr, Tx 78577
Tel (956) 972 1300
Fax (956) 972 1304

FAX

To: Rocio Villarreal **From:** Rodrigo Gonzalez

Fax: 956-318-2629 **Pages:** 2

Phone: **Date:** 12-7-11

Re: **CC:**

Urgent (For review) Please Comment Please Reply

***Comments:**

The facsimile transmission is intended only for the addressee named above. It contains information that is privileged and confidential. If you have received this transmission in error please send back to sender.

AI-29225 **3. 0.**
CC CONSENT
Meeting Date: 10/25/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION
JP 2/1
Approval of 2011 interdepartmental transfer from CoWide Administration Contingency to JP 2/1 in the amount of $6,000.00 for lease of office space.

BACKGROUND
JULY rent paid in full to Lone Star Bank. Transferring only $6,000.00. Aug. 2010 - Dec. 2010.

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
CO WIDE ADM-CONTINGENCY
Available funds as of 10-19-11.

Attachments

interdepartmental transfer
Back-up

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	10/19/2011 03:22 PM
Budget & Management	Merlen P. Munoz	10/19/2011 03:39 PM
Rosalinda Cantu (Originator)	Rosie Cantu	10/19/2011 03:22 PM
Budget & Management	Merlen P. Munoz	10/19/2011 03:39 PM
Ivan Cantu Auditor's Office		

Form Started By: Rosie Cantu Started On: 10/19/2011 02:07 PM

From:	Rosalinda
To:	"Rocio Villarreal"
Cc:	"Rolando Garcia"; DAMARIS SAN MIGUEL; "Martha Salazar"; darlene.betancourt@co.hidalgo.tx.us; "Erika Zamora"; "Dina Trevino"
Subject:	RE: Lease of Office Space for JP Contreras, 2010 unpaid invoice
Date:	Wednesday, October 19, 2011 3:59:22 PM
Attachments:	JP 2-1 Lease of Off. Space Payment bk..pdf seq=29225.pdf

Rocio,

I apologize for the delay in responding to your email. I have placed a transfer on the 10-25-11 Commissioners Court agenda meeting date, for approval. I am transferring only $6,000.00 from the Co Wide Administration- Contingency account to the JP 2-1 LAND & BLDG RENTALS account to cover for the August – Dec. 2010 lease of office space invoice. Given that Hidalgo County was not advised promptly after the sale of the property, payment for the month of July 2010 was sent to Lone Star Bank in full. Therefore, the new vendor must seek reimbursement from Lone Star Bank for the month of July. See attachments.

Thank you. If you should have any questions, please contact me at your earliest convenience.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, October 19, 2011 11:27 AM
To: 'Rosalinda'
Cc: 'Rolando Garcia'; 'DAMARIS SAN MIGUEL'; 'Martha Salazar'; 'Darlene Betancourt'
Subject: RE: Lease of Office Space for JP Contreras, 2010 unpaid invoice

Rosalinda:

Can you please provide a status if the funds were transferred to the account?

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, September 29, 2011 11:38 AM
To: 'Rosalinda'
Cc: 'Rolando Garcia'; 'DAMARIS SAN MIGUEL'; 'Martha Salazar'; 'Darlene Betancourt'
Subject: RE: Lease of Office Space for JP Contreras, 2010 unpaid invoice

Rosalinda:

The following are the answers to the questions:

1. The vendor was Lone Star Bank, but on August 2, 2010, a letter was received advising a new owner to the lease (see attachment).
2. The letter submitted by the bank was not received until August advising that new owner became effective as of July 12, 2010. The bank should have been paid on a prorate of many days they were still the owner, not the whole month.

If you are needing more documentation or information to proceed with this claim, please feel free

to contact me. Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: Rosalinda [mailto:rosalinda.cantu@co.hidalgo.tx.us]
Sent: Thursday, September 29, 2011 11:12 AM
To: 'Rocio Villarreal'
Cc: 'Rolando Garcia'; DAMARIS SAN MIGUEL
Subject: FW: Lease of Office Space for JP Contreras, 2010 unpaid invoice

Rocio,

In reference to the claim for rental of office space, the account that will be used to pay for this expense is 1-1100-412-00-063-001-0-441 -LAND & BLDG RENTALS. However, there are currently no funds available in that account. A transfer from contingency will be submitted to CC pending answer to the following questions:

(1) Who was the last vendor we contracted with for the JP 2-1 lease of office space?
Note: I found that Lonestar National Bank as the last vendor
(2) Why are we being billed for July 2010?
Note: sage indicates we paid in full for the month of July.

Thank you for attention to this matter.

From: Rolando Garcia [mailto:rolando.garcia@co.hidalgo.tx.us]
Sent: Thursday, September 29, 2011 9:16 AM
To: rosalinda.cantu@co.hidalgo.tx.us
Subject: FW: Lease of Office Space for JP Contreras, 2010 unpaid invoice

Hello Rosie,

I am forwarding you this information from JP Contreras. Apparently, there is some rent due, but I see no account. I looked on the list and saw you handle the JP's.

Would you know anything about this? The rental invoice is from 2010, I wonder why so late?

Rolando Garcia Jr.
Planning Analyst

Department of Budget & Management
Strategic Planning Division
Hidalgo County
2818 S. Bus.Hwy. 281
Edinburg, Texas 78539
956-292-7025 x.5761

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, September 29, 2011 9:08 AM
To: 'Rolando Garcia'
Subject: RE: Lease of Office Space for JP Contreras, 2010 unpaid invoice

Here is the invoice. Please advise. Thank you.

From: Rolando Garcia [mailto:rolando.garcia@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 8:23 AM
To: 'Rocio Villarreal'
Subject: RE: Lease of Office Space for JP Contreras, 2010 unpaid invoice

The JP currently does not have an account open for rentals.

Could you forward the invoice and all documentation for review?

Thank You.

Rolando Garcia Jr.
Planning Analyst
Department of Budget & Management
Strategic Planning Division
Hidalgo County
2818 S. Bus.Hwy. 281
Edinburg, Texas 78539
956-292-7025 x.5761

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, September 23, 2011 11:45 AM
To: 'Rolando Garcia'
Cc: 'Darlene Betancourt'

Subject: Lease of Office Space for JP Contreras, 2010 unpaid invoice

As per our conversation yesterday evening. Please advise, under which account no. are we able to pay a claim from 2010, for the Lease of Office Space for JP Pct 2, Pl 1, Judge Bobby Contreras.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

AI-30197 **12. E.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #11324004 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

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

$16,292.92 available funds in PO# 658778 as of 12-16-11.

Attachments

Invoice No. 11324004

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/15/2011 10:22 AM
Budget & Management	Merlen P. Munoz	12/15/2011 10:30 AM
Rosalinda Cantu	Rosie Cantu	12/16/2011 10:11 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Rocio Villarreal Started On: 12/14/2011 04:00 PM

Final Approval Date: 12/16/2011

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324004
INVOICE DATE: 11/30/11

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

HCMPO TECH MEETING			
November 2011	1.00	2327.560	2,327.56
HCMPO TECH MEETING TOTAL:			2,327.56
HCRMA STATUS & PROG			
November 2011	2.00	2327.560	4,655.12
HCRMA STATUS & PROG TOTAL:			4,655.12
		TOTAL	6,982.68

Project Manager's Signature

L&G Engineering
Transportation Consultants

December 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 November 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.

- November 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.

- October 27, 2011 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda(s) and attended the meeting. The agenda(s), progress report, and sign in sheet(s) are attached.

- November 15, 2011 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda(s) and attended the meeting. The agenda(s), progress report, and sign in sheet(s) are attached.

Attached are the narrative reports provided to Commissioner Joe Flores for the 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

NOV 5 AM 8 39
HIDALGO
BUDGET

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

AGENDA

Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.
Tuesday, November 15, 2011
@ 1:30 PM

1)	Roll Call		Chairman
2)	Approval of Minutes of October 11, 2011	(ACTION ITEM)	MPO Staff
3)	Cost Over-Run Project(s) (If Needed)	(ACTION ITEM)	TxDOT
4)	Election of New Secretary	(ACTION ITEM)	Chairman
5)	Discussion of MTP/TIP Amendment	(DISCUSSION ITEM)	MPO Staff
6)	Discussion of Safe Passing Ordinance	(DISCUSSION ITEM)	MPO Staff
7)	Update on "No Truck in Left Lane"	(UPDATE ITEM)	MPO Staff
8)	Monthly Letting Update	(DISCUSSION ITEM)	TxDOT
9)	Staff Report	(UPDATE / DISCUSSION / ACTION ITEM)	MPO Staff

A. Calendar: December 2011 & January 2012
B. Legislative / RTAP Update
C. HCMPO Budget Report
D. APER/ APL
E. Thoroughfare Plan Update

9)	HCRMA Update	(UPDATE)	HCRMA
10)	Valley Metro	(UPDATE)	VALLEY METRO
11)	Metro	(UPDATE)	METRO
12)	Hidalgo County Commuter Rail District	(UPDATE)	HCCRD
13)	Old or New Business	(UPDATE / DISCUSSION / ACTION ITEM)	Chairman
14)	Adjournment	# # # # # #	

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting - Tuesday, November 15, 2011

510 S. Pleasantview Drive

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Oscar Cuellar Jr	Penitas	240-1106	581-3346	oscar@oscarcuellar.com
2.	JUAN Ortiz	Elsa	262-2127	262-5007	cJortiz92@hotmail.com
3.	Joe A. Califa	c/Mission (LSG)	585-1909		jcalifa@lgengineers.com
4.	Anthony Garza	Hidalgo Co.			agarza@lgengineers.com
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING

5:30 PM, THURSDAY, OCTOBER 27, 2011

Pharr City Hall

118 S. Cage Blvd.

Pharr, Texas

PRESIDING: DENNIS BURLESON, CHAIRMAN

---

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

2 PUBLIC COMMENT

3. GENERAL BUSSINESS ITEMS:
   - A. Consideration and Approval of Minutes for 9/14/11 and 10/13/11
   - B. Consideration and Approval of Expense Report for October 2011
   - C. Consideration and Approval of Financial Reports - Cheryl Bellamy, SAS, LLP.

4. ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION - Godfrey Garza, Jr.
   - A. Discussion, Consideration, and Ratification of TCC Engineering Contracts with L&G and S&B –
   - B. Discussion, Consideration, and Ratification of TCC Surveying Contracts with Dos Land Surveying and Quintanilla, Headly, and Associates –
   - C. Discussion, consideration and approval of Agreement with Dannenbaum Engineering regarding General Contracting/Program Management Services –
   - D. Discussion, Consideration and approval to RFQ for Professional Services for Engineering and Surveying for the La Joya Relief Route Project –
   - E. Discussion, Consideration and approval to release RFQ for Audit Services –
   - F. Discussion, consideration and review of Letters of Interest submitted for Executive Director position
   - G. Consideration and action on Financial report on Hidalgo County RMA Roadway Project from First Southwest Company

5. REPORTS:
   - A. HCRMA Roadway System Projects – Godfrey Garza
   - B. Pass Through Projects - Jody Ellington, P.E., TxDOT
   - C. HCMPO Policy Committee Meeting (Proposition 12 funds) – Andrew Canon
   - D. Update on Project Finance – Richard Ramirez, First Southwest
   - E. Update on Lease Agreement with City of Pharr – Dan Rios, Legal Counsel

6. CHAIRMAN'S REPORT:
   - A. Correspondence for I-69 Alliance
   - B. Correspondence with Hidalgo County

7. 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.

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."

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

BOARD MEETING

THURSDAY, OCTOBER 27, 2011

PHARR CITY HALL

118 S. Cage Blvd

Pharr, Texas

	NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Maria Champine	HCMPO	918-5778	mchampine@hcmpo.org
2	Adam Corbitt	Cortran Engineering	971-0289	ypra@cortranengineering.com
3	Ramiro E. Salazar	DEC.	279-5262	
4	Juan M. Castillo	DOS Land Surveying	975-0239	juancastillo.edoslandsurveying.com
5	Charlotte Teague	SBI Infrastructure Ltd	926-5000	slteague@sbinfra.com
6	Phillip Pawelek	"	926-5000	ppawelek@sbinfra.com
7	Carlos Vasquez	CVQ LS	618-1551	CVQ@CVQLS.com
8	Anthony Lam	L+L		
9	BEHROOZ BADIOZZAMANI	L&L	212-4562	Behrooz@lgengineers.com
10	Eric Davila	Dannenbaum Eng. Co.	682-2003	eric.davila@dannenbaum.com
11	Joe Torres	STE	537-4017	
12	Jay Trevino	HALFF	522-0591	
13				
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22				

L&G Engineering
Transportation Consultants

MEMO

To: Hidalgo County Judge, Ramon Garcia

From: Jacinto Garza, P.E.

Date: November 3, 2011

RE: Hidalgo County Regional Mobility Authority (HCRMA) Meeting, October 27, 2011 at 5:30 p.m. – Progress Report

Desk Of: Anthony Garza AG

As your Technical Representative for the Hidalgo County MPO and to provide you with a monthly HCRMA update, attached for your use and information, is the HCRMA Meeting Agenda for the meeting held on Thursday October 27, 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.

4. ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION - Godfrey Garza, Jr.

A. Discussion, Consideration, and Ratification of TCC Engineering Contracts with L&G and S&B – Resolution 2011-08

The RMA voted to approve the engineering contracts with L&G and S&B. The board did not give Notice to Proceed, these firms are not released to begin work until the GEC reviews tasks that need to be included in the future Notice to Proceed.

B. Discussion, Consideration, and Ratification of TCC Surveying Contracts with Dos Land Surveying and Quintanilla, Headly, and Associates – Resolution 2011-09

The RMA voted to approve the surveying contracts with Dos Land Surveying and Quintanilla, Headly and Associates. This resolution includes the partial notice to proceed with specific tasks to be determined by RMA staff or the GEC.

C. Discussion, consideration and approval of Agreement with Dannenbaum Engineering regarding General Contracting/Program Management Services – Resolution 2011-31

The RMA moved forward with the recommendation by the planning committee, legal, and RMA staff to adopt the contract with Dannenbaum and provide them with the Notice to Proceed for the first set of tasks.

D. Discussion, Consideration and approval to RFQ for Professional Services for Engineering and Surveying for the La Joya Relief Route Project – Resolution 2011-34

TxDOT and RMA staff reported that the La Joya Bypass project has a high probability of receiving TxDOT pass through monies ($44 million dollars, in addition to the currently authorized $20 million in MPO Category 7 funds) in the coming months.

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

The RMA board directed the GEC and legal to review the RFQ documentation and release the RFQ as quickly as possible. RMA staff recommended using the following schedule to complete the RFQ process:

- November 6th: Release the RFQ
- November 18th: Pre-Proposal Meeting
- November 23rd: Q&A Deadline
- December 2nd: RFQ Submittal Deadline
- December 7th: Interview & Select

E. Discussion, Consideration and approval to release RFQ for Audit Services – Resolution 2010-62

The RMA board gave legal staff guidance to review the contract with the current auditor, Long Chilton, and explore the possibility of extending the existing contract.

F. Discussion, consideration and review of Letters of Interest submitted for Executive Director position

The RMA executive committee gave the recommendation that more time was needed to interview potential candidates for the position.

G. Consideration and action on Financial report on Hidalgo County RMA Roadway Project from First Southwest Company

No Report.

7. 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

No action was taken in executive session.

Additional note from the TxDOT Report:

TxDOT advised the RMA that Hidalgo County Vehicle Registration Fees cannot be utilized outside Hidalgo County. TxDOT is proposing to transfer the $10 million in Pass Through funds currently awarded to the US 281 at FM 755 project in Brooks County to the anticipated $34.5 million in Pass Through funding for the La Joya Bypass project for a total of $44.5 million dollars for the La Joya Bypass. TxDOT proposes to transfer $10 million dollars in Pharr District discretionary funding currently allotted to the La Joya Bypass to construct the US 281 at FM 755 project. This change would not result in a net change in funding overall.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING

5:30 PM, TUESDAY, NOVEMBER 15, 2011

LRGVDC TRANSPORTATION CENTER

510 S. PLEASANTVIEW DRIVE

WESLACO, TEXAS

PRESIDING: DENNIS BURLESON, CHAIRMAN

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1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

2 PUBLIC COMMENT

3. GENERAL BUSSINESS ITEMS:
   - A. Consideration and Approval of Minutes for 10/27/11
   - B. Consideration and Approval of Expense Report for November 2011
   - C. Consideration and Approval of Financial Reports - Cheryl Bellamy, SAS, LLP.

4. ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION – Godfrey Garza, Administrative and Managerial Consultant / Louis Jones, Dannenbaum Engineering Corporation
   - A. Discussion, consideration, and approval of 2012 Calendar of HCRMA Meeting –
   - B. Discussion, consideration, and action on US 281 Engineering Contract with TEDSI –
   - C. Discussion, consideration and action on Supplemental Agreement No. 1 to Main Survey Contract with Dos Land Surveying, LLC, to include right of entry to their contract scope for SH 365 / TCC (West).–
   - D. Discussion, consideration and action on Work Authorization No.1 for SH 365 / TCC (West)(Surveying Contract with Dos Land Surveying, LLC) -
   - E. Discussion, consideration and action on Work Authorization No. 2 for SH 365 / TCC (West) (Survey Contract with Dos Land Surveying, LLC)–
   - F. Discussion, consideration and action on Supplemental Agreement No. 1 to Main Survey Contract with Quintanilla Headley and Associates, Inc. to include right of entry to their main contract scope for SH 365 / TCC (East) –
   - G. Discussion, consideration and action on Work Authorization No.1 for SH 365 / TCC (East)(Survey Contract with Quintanilla Headley and Associates, Inc.) –
   - H. Discussion, consideration and action on Work Authorization No. 2 for SH 365 / TCC (East) to develop work to perform right of entry for survey parcels (Survey Contract with Quintanilla Headley and Associates, Inc.) –
   - I. Discussion, consideration and action on Work Authorization No. 2 to expedite the development of the La Joya Relief Route to approve Dannenbaum Engineering (Program Manager) to provide Engineering / Environmental Services to update and obtain TXDOT/FHWA approval for the La Joya Relief Route Phase I Schematic, Environmental Document –
   - J. Discussion, consideration and action on Work Authorization No. 3 to allow Dannenbaum Engineering (Program Manager) to provide title reports for SH 365 / TCC East and West. –
   - K. Discussion, consideration and approval for the Program Manager to segment the procurement of Engineering/Surveying Services for the La Joya Relief Route Phase I –
   - L. Discussion, consideration and approval to advertise Engineering / Surveying Services for International Bridge Trade Corridor (IBTC) for RFQ –

M. Discussion, consideration and approval of Resolution altering procedure for identifying and selecting an executive director –

5. REPORTS:
   A. HCRMA Roadway System Projects – Godfrey Garza, Administrative and Managerial Consultant / Louis Jones, Dannenbaum Engineering Corporation
   B. Pass Through Projects - Jody Ellington, P.E., TxDOT
   C. Update on MPO Status – Andrew Canon, HCMPO
   D. Update on Project Finance – Richard Ramirez, First Southwest
   E. Update on Lease Agreement with City of Pharr – Dan Rios, Legal Counsel

6. CHAIRMAN'S REPORT:
   A. Correspondence

7. 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.

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."

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

BOARD MEETING

TUESDAY, NOVEMBER 15, 2011

LRGVDC TRANSPORTATION CENTER

510 S. PLEASANTVIEW DRIVE

WESLACO, TEXAS

	NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Jonathan Alexander	Terracon Consultants	956-343-1301	JKALEXANDER@ TERRACON.COM
2	Ramiro E Salazar	D.E.C.	956/279-3280	
3	Shalatte Jerge	SJB	956.971.5200	Sjerge@sbinfr.com
4	Sanchez Jose A.	TEDSI	956. 424-7898	jasanchez@tedsi.com
5	Juan Castillo	DOS LAND SURVEYING	925 925-0239	
6	ALFONSO QUINTANILLA	GHA	956-381-6486	alfonsoq@ghacngineering.com
7	CARLOS VASQUEZ	CVQLS	618-1551	CVQ@CVQLS.com
8	GEORGE RAMON	TEDSI	607-8328	GEDRAMON1@AOL.COM
9	Joey Treviño	HALFF	.522-0394	Jtreviño@halff.com
10	Eric Davila	DEC	682-3617	
11	Jody R. Ellington	TxDOT	702-6242	
12	Anthony Lara	L+G		
13	OSCAR RAMIREZ	City of Donna Texas	956 464 3314	
14	Eric Lopez	L+G ENG	956-376-9610	elopez@lgengineering.com
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L&G Engineering
Transportation Consultants

MEMO

To: Hidalgo County Judge, Ramon Garcia

From: Jacinto Garza, P.E.

Date: November 18, 2011

RE: Hidalgo County Regional Mobility Authority (HCRMA) Meeting, November 15, 2011 at 5:30 p.m. – Progress Report

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO and to provide you with a monthly HCRMA update, attached for your use and information, is the HCRMA Meeting Agenda for the meeting held on Tuesday November 15, 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.

4. ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION – Godfrey Garza, Administrative and Managerial Consultant / Louis Jones, Dannenbaum Engineering Corporation

A. Discussion, consideration, and approval of 2012 Calendar of HCRMA Meeting – Resolution 2011-35

The RMA voted to approve the tentative scheduling of the December 2011 to December 2012 RMA meetings to the Third Wednesday of the month.

B. Discussion, consideration, and action on US 281 Engineering Contract with TEDSI - Resolution 2011-36

The RMA voted to table the above action pending finalization of the contract by the RMA legal staff and direction from the planning committee.

C. Discussion, consideration and action on Supplemental Agreement No. 1 to Main Survey Contract with Dos Land Surveying, LLC, to include right of entry to their contract scope for SH 365 / TCC (West).Resolution 2011-37

Note (for items 4. C-H and item J): Recently changes have occurred within the Hidalgo County Right of Way (ROW) department. The County ROW department staff is no longer available to assist the RMA with the completion of some tasks. The task of completing the Right of Entry (ROW) and Title Reporting for the RMA's roadway projects is vital to moving forward with the environmental and engineering associated with project development. In an effort to expedite project development the GEC, Dannenbum, recommended that this be added to the scope of the surveyors already contracted for each project.

The RMA voted to approve the item. (See note)

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D. Discussion, consideration and action on Work Authorization No.1 for SH 365 / TCC (West)(Surveying Contract with Dos Land Surveying, LLC) - Resolution 2011-38

The RMA voted to approve the item. (See note)

E. Discussion, consideration and action on Work Authorization No. 2 for SH 365 / TCC (West) (Survey Contract with Dos Land Surveying, LLC)- Resolution 2011-39

The RMA voted to approve the item. (See note)

F. Discussion, consideration and action on Supplemental Agreement No. 1 to Main Survey Contract with Quintanilla Headley and Associates, Inc. to include right of entry to their main contract scope for SH 365 / TCC (East) - Resolution 2011-40

The RMA voted to approve the item. (See note)

G. Discussion, consideration and action on Work Authorization No.1 for SH 365 / TCC (East)(Survey Contract with Quintanilla Headley and Associates, Inc.) - Resolution 2011-41

The RMA voted to approve the item. (See note)

H. Discussion, consideration and action on Work Authorization No. 2 for SH 365 / TCC (East) to develop work to perform right of entry for survey parcels (Survey Contract with Quintanilla Headley and Associates, Inc.) - Resolution 2011-42

The RMA voted to approve the item. (See note)

I. Discussion, consideration and action on Work Authorization No. 2 to expedite the development of the La Joya Relief Route to approve Dannenbaum Engineering (Program Manager) to provide Engineering / Environmental Services to update and obtain TXDOT/FHWA approval for the La Joya Relief Route Phase I Schematic, Environmental Document - Resolution 2011-43

The GEC, Dannenbaum, requested that the item be tabled. The RMA voted to Table the item.

J. Discussion, consideration and action on Work Authorization No. 3 to allow Dannenbaum Engineering (Program Manager) to provide title reports for SH 365 / TCC East and West. - Resolution 2011-44

The RMA voted to approve the item. (See note)

K. Discussion, consideration and approval for the Program Manager to segment the procurement of Engineering/Surveying Services for the La Joya Relief Route Phase I I – Resolution 2011-45

The RMA voted to table the item regarding the segmenting of the La Joya Bypass into two sections for the purposes of procurement.

L. Discussion, consideration and approval to advertise Engineering/ Surveying Services for International Bridge Trade Corridor (IBTC) for RFQ - Resolution 2011-46

The RMA voted to approve the item.

M. Discussion, consideration and approval of Resolution altering procedure for identifying and selecting an executive director – Resolution 2011-47

The RMA voted to appoint Mr. Cano, Mr. Olivarez, and Mr. Runnels to the committee for the task of selecting an executive director.

5. REPORTS:

A. HCRMA Roadway System Projects – Godfrey Garza, Administrative and Managerial Consultant / Louis Jones, Dannenbaum Engineering Corporation

Note: The GEC informed the RMA that they are currently compiling data and developing a system to track expenditures and documents by project and task. Additionally they are preparing data to meet with the county and discuss project costs and potential revenue streams for RMA projects.

B. Pass Through Projects - Jody Ellington, P.E., TxDOT

Note: Mario Jorge, P.E. reported that in his opinion, the RMA is currently 2 ½ years behind schedule to meet the current projected letting date of April 2013 for the Trade Corridor Connector project. He recommended they proceed with further project development and coordination with the TxDOT Pharr District to request an extension of the letting date for the approx $78 million in TxDOT Pass Through funds. The proper timing of the extension with respect to continued project development would be crucial for approval by the TxDOT Transportation Commission. Mr. Jorge urged the board to move forward with developing the environmental documents and engineering design for all the RMA projects as quickly as possible.

7. 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

No action was taken in executive session.

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

AI-30186 **12. F.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, 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, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No funds required for this item. This item is only a request to utilize cooperative vendors.

Attachments

Revised Exhibit "A"

Gulf Coast Paper Co - TASB

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2011 04:23 PM
Budget & Management	Merlen P. Munoz	12/15/2011 08:03 AM
Rosalinda Cantu	Rosie Cantu	12/15/2011 08:20 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Blanca Mayorga Started On: 12/14/2011 03:19 PM

Final Approval Date: 12/16/2011

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	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
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
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
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
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
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
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
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
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
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
12/20/2011	***Gulf Coast Paper Company***	**Office Supplies & Equipment**	**328-09**	**11/1/2009 – 10/31/2012**
	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
	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
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011 11/08/2011	Melhart Music Center Miller Uniforms & Emblems Inc.	Audio Visual Equipment & Supplies Public Safety & Fire House Supplies & Equipment	313-09 363-10	5/1/2009 – 4/30/2012 01/01/2011 – 03/31/2014
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
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
12/6/2011	O'Reilly Auto Parts	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
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
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
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
12/6/2011	Southern Tire Mart	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
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
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
11/22/2011	The Playwell Group, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/01/2010-09/30/2013
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
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	3/2010-11/31/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-12/31/2011
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-12/31/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-12/31/2011
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 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
11/08/2011	GT Distributors	Police Equipment & Accessories	680-A1	11/01/2011-10/31/2014
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2012
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	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
11/8/2011	Precision Delta Corp.	Police Equipment & Accessories	680-A1	11/1/2011-10/31/2014
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2012
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	1/2007-2/29/2012 3/2010-2/2012
	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
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

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	886 890	1/20/2013 1/20/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services	838 1369	12/31/2012 5/13/2014

		Networking Equipment		
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	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	600 890 1014	11/13/2011 1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011 11/08/2011	Environmental Systems Res. Institute	Software Product and Services	1078	09/03/2013
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	1469 1585	8/17/11-8/17/14
09/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
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
10/04/2011	Sequel Data Systems	Software	621	1/8/2012
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	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	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
	Votec	Software	937	2/27/2011-2013

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	9-71I030	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	7/23/2008-12/18/2011
11/08/2011	Business Interiors by Staples The Hon Company Mayline Group	Special Use Furniture Special Use Furniture	6-71111060 4-71111060	5/10/2006-2/26/2012 07/02/2004-05/31/2012
	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
	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
09/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	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
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-2/26/2012
	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	9-71I020	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

10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-2/26/2012
	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 Metroplex	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
11/1/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
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
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	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 – 2/26/2012
	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	5/31/2004-11/30/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	5/31/2004-11/30/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2012
8/30/2011	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	3042811 2052810	4/28/2012 5/28/2012
11/22/2011	Diaz Floors & Interiors	Trades, Temporary Labor and Materials	3042811	4/28/11-4/28/12

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
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
	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
11/22/2011	The Home Depot	Maintenance/Hardware Supplies	11019	8/1/2011-7/31/2014
	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
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	9/30/2006-3/31/2012
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-3/31/2012
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
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	9/30/2006-3/31/2012
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
	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
11/22/2011	Brazos Technology Corporation	General Purpose Commercial Information Technology Equipment, Software and Services	GS 35F 0096X	11/30/2015
10/18/2011	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J GS-35F-4342D	
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	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

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
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
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	120209-PBI	12/18/2013

***Denotes: New Vendor added for approval**

Contract Renewed

Vendor Contract Information

Proposal Documents | Back

Vendor: Gulf Coast Paper Company
Address: 1101 S.Padre Island Drive
Corpus Christi, TX 78416
Phone: (361) 852-5252
Contact: Clay Dibble
Email: cdibble@gulfcoastpaper.com
Website: www.gulfcoastpaper.com
Federal ID: 74-1533700
Accepts RFQs: Yes
Contract: Office Supplies & Equipment #328-09
Effective Date: 11/1/2009
Expiration Date: 10/31/2012
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: See contract exceptions
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number: 328-09
Regions Served: Texas Regions 1-4, 6, 10-13 and 20.
States Served: Texas
Vendor Exceptions: Reserves the right to not sell below company cost so minimum profit will be 5%. There will be a fuel charge of $2.80 on all orders shipped with the exception of back orders.
Return Policy: 30 days for returns. Product must be in original packaging unopened. Damaged product returned on item by item basis.

[Log Out]

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AI-30176 **12. G.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: COMM. PCT. #2

Information

CAPTION

Request approval for Application Payment No.2 in the amount of $7,881.53 from Mission Paving Company, awarded contractor, #C-11-043B-06-28, for "El Dora Road Street & Drainage Improvement Project", and as certified for payment by project engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-052-0-731

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

BUDGETARY IMPACT:

PO #662858 available balance in the amount of $128,732.17 as of 12/14/2011

$128,732.17 - (1st PMT $112,045.83) = $16,686.34

Attachments

Application PMT #2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2011 04:21 PM
Budget & Management	Merlen P. Munoz	12/15/2011 08:02 AM
Roland Garcia	Rolando Garcia	12/15/2011 04:19 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Yolanda Cisneros Started On: 12/14/2011 02:24 PM

Final Approval Date: 12/16/2011

APPLICATION FOR PAYMENT NO. 2

To: HIDALGO COUNTY (OWNER)
From: MISSION PAVING COMPANY, INC. (CONTRACTOR)
Contract: C-11-043B-06-28
Project: ELDORA ROAD STREET AND DRAINAGE IMPROVEMENTS PROJECT
Owner's Contract No. C-11-043B-06-28 Engineer's Project No. 2011-043-06-15-MSS
For Work accomplished through the date of: November 23, 2011

1. Original Contract Price:		$ 119,255.77
2. Net change by Change Order and Written Agreements(+or-):		$ 6,363.70
3. Current Contract Price (1 plus 2):		$ 125,619.47
4. Total completed and stored to date:		$ 120,803.09
5. Retainage (per Agreement):		
10% of completed Work:	$ 12,080.31	
10% of stored material	$ -	
Total Retainage:	$ 12,080.31	
6. Total completed and stored to date less retainage (4 minus 5)		$ 108,722.78
7. Less previous Application for Payments:		$ 100,841.25
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 7,881.53

Accompanying Documentation:

PO # 662858
1-1200-431-00-122-052-0-731
Req # 201333

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date December 6, 2011

Mission Paving Company, Inc.
CONTRACTOR
By: Miratala T Chapa
Miratala T. Chapa, Treas./Asst. Sec.

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 6th day of December, 2011

NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

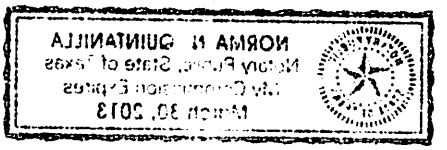
Norma N. Quintanilla
Notary Public
My Commission expires: 3/30/2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 12/07/11

HIDALGO COUNTY PLANNING DEPT.
ENGINEER
By: PE

INVOICE RECEIVED BY:
ON 12/7/11
GOODS/SERVICES RECEIVED BY:
ON 12/7/11


NORMA H QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

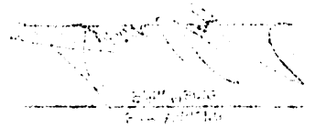
Mission Paving Company, Inc.	Contractor Name
9/22/2011	Starting Date
12/20/2011	Project Ending Date
Mr. Raul Sasin, P.E.	Engineer's / County Project Description

Application No.: 2
Application Date: 11/23/2011
Period To: 11/30/2011
Engineer's / County Project No.: 2011-043-06-15-MSS

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month			Fourth Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		DRAINAGE: ALTERNATE #1																						
1		Type "F" (SPL-1) With Extensions	E.A.	$ 4,021.55	8.0	32,172.40	$ -	0.0	-	3	3	12,064.65	5	8	20,107.75	-	-	-	-	-	-	32,172.40	0.0	0.00
2		Type "C-C" Inlet with Concrete Apron	E.A.	$ 3,960.25	3.0	11,880.75	$ -	0.0	-	3	3	11,880.75	0	3	-	-	-	-	-	-	-	11,880.75	0.0	0.00
3		Type "A" Inlet With Extensions	E.A.	$ 3,907.75	1.0	3,907.75	$ -	0.0	-	6	6	23,446.50	-5	1	(19,538.75)	-	-	-	-	-	-	3,907.75	0.0	0.00
4		24" Safety End Treatment	E.A.	$ 1,475.45	2.0	2,950.90	$ -	0.0	-	0	0	-	2	2	2,950.90	-	-	-	-	-	-	2,950.90	0.0	0.00
5		18" RCP-RJ Cl III	L.F.	$ 30.25	334.0	10,103.50	$ -	0.0	-	334	334	10,103.50	0	334		-	-	-	-	-	-	10,103.50	0.0	0.00
6		24" RCP-RJ Cl III	L.F.	$ 25.10	1,413.0	35,466.30	$ -	0.0	-	1269	1269	31,851.90	144	1413	3,614.40	-	-	-	-	-	-	35,466.30	0.0	0.00
7		Gravel Bedding & Backfill for Strom	L.F.	$ 5.96	1,747.0	10,412.12	$ -	0.0	-	1603	1603	9,553.88	86	1689	512.56	-	-	-	-	-	-	10,066.44	58.0	345.68
		Drain Pipes as Per Plan Details																						
8		Trench Protection	L.F.	$ 1.50	1,747.0	2,620.50	$ -	0.0	-	1603	1603	2,404.50	86	1689	129.00							2,533.50	58.0	87.00
		DRAINAGE: ALTERNATE #2																						
1		Install New 15" RCP-RJ Cl III Irrigation	L.F.	$ 39.10	116.0	4,535.60	$ -	0.0	-	80	80	3,128.00	0	80	-	-	-	-	-	-	-	3,128.00	36.0	1,407.60
		Line at Sta 25+70																						
2		Re-Route Existing Irrigation Line With 15"	L.F.	$ 32.95	75.0	2,471.25	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	-	-	-	75.0	2,471.25
		RCP-RJ Cl III																						
3		Install Irrigation Valve	E.A.	$ 504.85	2.0	1,009.70	$ -	0.0	-	1	1	504.85	0	1	-	-	-	-	-	-	-	504.85	1.0	504.85
4		Connect New Irrigation Line to Existing	L.S.	$ 1,725.00	1.0	1,725.00	$ -	0.0	-	0	0	-	1	1	1,725.00	-	-	-	-	-	-	1,725.00	0.0	0.00
		Line																						
1		**C.O. #1 Additional Work Traffic Control**	L.S.				$ 9,476.40	1.00	9,476.40	0.75	0.75	7,107.30	0.25	1	2,369.10							9,476.40	0.0	0.00
		C.O. #2																						
1		15" R.C.P.-RJ CL III	L.F.				$ 25.25	80.0	2,020.00	0	0	-	80	80	2,020.00							2,020.00	0.0	0.00
2		15" Safety End Treatments	E.A.				$ 925.50	2.0	1,851.00	0	0	-	2	2	1,851.00							1,851.00	0.0	0.00
3		24" RCP-RJ Cl III	L.F.				$ (25.10)	138.0	(3,463.80)	0	0	-	138	138	(3,463.80)							(3,463.80)	0.0	0.00
4		24" Safety End Treatment	E.A.				$ (1,475.45)	2.0	(2,950.90)	0	0	-	2	2	(2,950.90)							(2,950.90)	0.0	0.00
5		Type "A" Inlet With Extensions	E.A.				$ 3,907.75	5.0	19,538.75	0	0	-	5	5	19,538.75							19,538.75	0.0	0.00
6		Type "F" (SPL-1) With Extensions	E.A.				$ (4,021.55)	5.0	(20,107.75)	0	0	-	5	5	(20,107.75)							(20,107.75)	0.0	0.00
		Total Roadway				**119,255.77**			**6,363.70**			**112,045.83**			**8,757.26**						**-**	**120,803.09**		**4,816.38**
		Material On Hand																						
1																								
		Total Drainage				-			-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				**119,255.77**			**6,363.70**			**112,045.83**			**8,757.26**			**-**			**-**	**120,803.09**		**4,816.4**

Sam Vaughn
Print Name

6-Dec-11
Date



MISSION PAVING COMPANY, INC.

The Finest in Asphalt and Concrete Paving

STREETS : SUBDIVISIONS : PARKING LOTS : TRAILER PARKS : INDUSTRIAL AREAS

P.O. BOX 949
MISSION, TEXAS 78573-0949

TELEPHONE (956) 585-4811
VALLEY WIDE 1-800-585-4811
FAX (956) 585-1616

Hidalgo County
C/o: Mr. Raul E. Sesin. P.E.
2802 S. Business 281
Edinburg, Texas 78539

December 6, 2011

Re: Eldora Road Road
Paving & Drainage Impro.
Invoice No: 5888021

Request for Payment #2 Schedule of Values

Description	Est Qty	Unit	Act Qty	Price	Amount
Alternate #1 :					
Type "F" (SPL-1) w/ Extensions	8	EA	8	$ 4,021.55	$ 32,172.40
Type "C-C" Inlet w/ Concrete Flume	3	EA	3	3,960.25	11,880.75
Type "A" Inlet w/ Extension	1	EA	1	3,907.75	3,907.75
24" Safety End Treatment	2	EA	2	1,475.45	2,950.90
18" R.C.P.-RJ Cl III	334	LF	334	30.25	10,103.50
24" R.C.P.-RJ Cl III	1,413	LF	1,413	25.10	35,466.30
Gravel Bedding & Backfill for	1,747	LF	1,689	5.96	10,066.44
Trench Protection	1,747	LF	1,689	1.50	2,533.50
Alternate #2 :					
Install New 15" RCP-RJ Cl III Irrigation Line at Sta. 25+70	116	LF	80	$ 39.10	$ 3,128.00
Re-Route Existing Irrigation Line with 15" RCP-RJ Cl III	75	LF	0	32.95	0.00
Install Irrigation Valve	2	EA	1	504.85	504.85
Connect New Irrigation Line to Existing Line	1	LS	1	1,725.00	1,725.00
Change Order #1 - Traffic Control	1	LS	1	9,476.40	9,476.40

Change Order #2 -

15" RCP-RJ CL II	80	LF	80	$ 25.25	$ 2,020.00
15" Safety End Treatments	2	EA	2	925.50	1,851.00
24" RCP-RJ CL III	138	LF	138	-25.10	-3,463.80
24" Safety End Treatments	2	EA	2	-1,475.45	-2,950.90
Type "A" Inlet w/ Extension	5	EA	5	3,907.75	19,538.75
Type "F" SPL-1 W/ Extension	5	EA	5	-4,021.55	-20,107.75

Work Completed to Date:	$ 120,803.09
Less 10% Retainage:	12,080.31
Subtotal #2:	$ 108,722.78
Less Previous Requests:	100,841.25
Amount Due This Request:	**$ 7,881.53**

Thank You!

We Appreciate Your Business!

Estimate Quantity Update Worksheet

Date: 6-Dec-11

Colonia:
Roadway: Eldora Road
Control:
Project No: 2011-043-06-15-MSS
County: Hidalgo
Est. No: 2

Contractor: Mission Paving Company, Inc.
Contract Price: $125,619.47
Work Done this Mo.: $120,803.09
% Complete: 96.17%

Date Began: 22-Sep-11
Contract Time: 90
Time Charged: 63
% Time Used: 70.00%

Work Type: Drainage
Limits:
From: Morningside Road
To: 2,780' West on Eldora Road

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	Drainage: Alternate #1													
1	Type "F" (SPL-1) with Extensions	E.A.	8	$4,021.55	$32,172.40	3	3	$12,064.65	5	8	$20,107.75	0	0.00	0.00
2	Type "C-C" Inlet with Concrete Apron	E.A.	3	$3,960.25	$11,880.75	3	3	$11,880.75	0	0	$0.00	0	0.00	0.00
3	Type "A" Inlet with Extensions	E.A.	1	$3,907.75	$3,907.75	6	6	$23,446.50	-5	0	-$19,538.75	0	0.00	0.00
4	24" Safety End Treatment	E.A.	2	$1,475.45	$2,950.90	0	0	$0.00	2	2	$2,950.90	0	0.00	0.00
5	18" RCP-RJ Cl III	L.F.	334	$30.25	$10,103.50	334	334	$10,103.50	0	0	$0.00	0	0.00	0.00
6	24" RCP-RJ Cl III	L.F.	1,413	$25.10	$35,466.30	1,269	1,269	$31,851.90	144	1,413	$3,614.40	0	0.00	0.00
7	Gravel Bedding & Backfill for Storm Drain	L.F.	1,747	$5.96	$10,412.12	1,603	1,603	$9,553.88	86	1,689	$512.56	0	0.00	0.00
8	Trench Protection	L.F.	1,747	$1.50	$2,620.50	1,603	1,603	$2,404.50	86	1,689	$129.00	0	0.00	0.00
	Drainage: Alternate #2													
1	Install New 15" RCP-RJ Cl III Irrigation	L.F.	116	$39.10	$4,535.60	80	80	$3,128.00	0	0	$0.00	0	0.00	0.00
	Line at Sta. 25+70													
2	Re-Route Existing Irrigation Line with 15" RCP-RJ	L.F.	75	$32.95	$2,471.25	0	0.000	$0.00	0	0	$0.00	0	0.00	0.00
	Cl III													
3	Install Irrigation Valve	E.A.	2	$504.85	$1,009.70	1	1	$504.85	0	0	$0.00	0	0.00	0.00
4	Connect New Irrigation Line to Existing Line	L.S.	1	$1,725.00	$1,725.00	0	0	$0.00	1	1	$1,725.00	0	0.00	0.00
	Change Order #1 for Traffic Control	L.S.	1	$9,476.40	$9,476.40	0.75	0.75	$7,107.30	0.25	1	$2,369.10	0	0.00	0.00
	Change Order #2													
1	15" R.C.P.-RJ CL III	L.F.	80	$25.25	$2,020.00				80	80	$2,020.00	0	0.00	0.00
2	15" Safety End Treatments	E.A.	2	$925.50	$1,851.00				2	2	$1,851.00	0	0.00	0.00
3	24" R.C.P.-RJ CL III	L.F.	138	-$25.10	-$3,463.80				138	138	-$3,463.80	0	0.00	0.00
4	24" Safety End Treatments	E.A.	2	-$1,475.45	-$2,950.90				2	2	-$2,950.90	0	0.00	0.00
5	Type "A" Inlet w/ Extension	E.A.	5	$3,907.75	$19,538.75				5	5	$19,538.75	0	0.00	0.00
6	Type "F" Inlet w/ Extension	E.A.	5	-$4,021.55	-$20,107.75				5	5	-$20,107.75	0	0.00	0.00

Monthly Totals:	$112,045.83	$8,757.26	0.00	0.00
Roadway:	$112,045.83	$8,757.26		0.00
Material On Hand:	$0.00	$0.00		0.00

Total to Date

Roadway:	$120,803.09
Material On Hand:	$0.00
Total	$120,803.09

Prepared and Checked By:

Signature: Sam Vaughn
Printed Name: Sam Vaughn

Date: 12/6/2011

AI-30173 **12. H.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: COMM. PCT. #2

Information

CAPTION

Request approval for Application Payment No.1 in the amount of $17,256.60 from Mission Paving Company, awarded contractor, #C-11-044B-06-28, for "Tower Road Phase I Street & drainage Improvement Project", and as certified for payment by project engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

PO #662859 available balance in the amount of $225,690.90 + (pending) CO#1 = $242,690.90

Attachments

Application PMT #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2011 04:21 PM
Budget & Management	Merlen P. Munoz	12/15/2011 08:02 AM
Roland Garcia	Rolando Garcia	12/16/2011 10:01 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Yolanda Cisneros Started On: 12/14/2011 02:07 PM

Final Approval Date: 12/16/2011

APPLICATION FOR PAYMENT NO. 1

To: **HIDALGO COUNTY** (OWNER)
From: **MISSION PAVING COMPANY, INC.** (CONTRACTOR)
Contract: **C-11-044B-06-28**
Project: **TOWER ROAD PH I STREET AND DRAINAGE IMPROVEMENTS PROJECT**
Owner's Contract No. **C-11-044B-06-28** Engineer's Project No. 2011-044-06-15-MSS
For Work accomplished through the date of: **11/30/2011**

1. Original Contract Price:		$ 225,690.90
2. Net change by Change Order and Written Agreements(+or-):		$ 17,000.00
3. Current Contract Price (1 plus 2):		$ 242,690.90
4. Total completed and stored to date:		$ 19,174.00
5. Retainage (per Agreement):		
10% of completed Work:	$ 510.00	
10% of stored material	$ 1,407.40	
Total Retainage:	$ 1,917.40	
6. Total completed and stored to date less retainage (4 minus 5)		$ 17,256.60
7. Less previous Application for Payments:		$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 17,256.60

Accompanying Documentation:

PO # 662859
1-1200-431-00-122-049-0-731
Req # 201336

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date Dec. 2, 2011

Mission Paving Company, Inc.
CONTRACTOR
By: Miratala T Chapa
Miratala T. Chapa, Treas./Asst. Sec.

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 2nd day of December, 2011.

NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

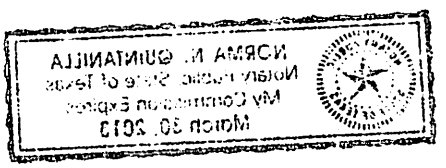
Norma N. Quintanilla
Notary Public
My Commission expires: 3/30/2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 12/08/11

HIDALGO COUNTY PLANNING DEPT.
ENGINEER
By: PE

INVOICE RECEIVED BY:
Ada Reyna ON 12/9/11
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 12/9/11


NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

Mission Paving Company, Inc.	Contractor Name
10/21/2011	Starting Date
1/18/2012	Project Ending Date
Mr. Raul Sasin, P.E.	Engineer's / County Project Description

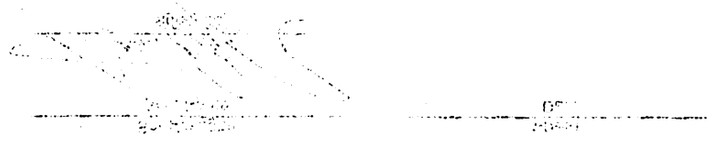
Application No.: 1
Application Date: 12/1/2011
Period To: 11/30/2011
Engineer's / County Project No.: C-11-044B-06-28

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month			Fourth Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		DRAINAGE: ALTERNATE #1																						
1		18" RCP-RJ Cl III	L.F.	$ 35.25	846	29,821.50	$ -	0.0	-	0		-	0	0	-	-	-	-	-	-	-	-	846.0	29,821.50
2		24" RCP-RJ Cl III	L.F.	$ 30.10	254	7,645.40	$ -	0.0	-	0		-	0	0	-	-	-	-	-	-	-	-	254.0	7,645.40
3		30" RCP-RJ Cl III	L.F.	$ 37.50	2646	99,225.00	$ -	0.0	-	0		-	0	0	-	-	-	-	-	-	-	-	2646	99,225.00
4		Trench Protection	L.F.	$ 1.50	3746	5,619.00	$ -	0.0	-	0		-	0	0	-	-	-	-	-	-	-	-	3,746.0	5,619.00
5		Manholes	E.A.	$ 1,800.00	2	3,600.00	$ -	0.0	-	0		-	0	0	-	-	-	-	-	-	-	-	2.0	3,600.00
6		Type "F" Inlets w/ One Extension	E.A.	$ 4,025.00	14	56,350.00	$ -	0.0	-	0		-	0	0	-	-	-	-	-	-	-	-	14.0	56,350.00
7		18" Safety End Treatment	E.A.	$ 800.00	6	4,800.00	$ -	0.0	-	0		-	0	0	-	-	-	-	-	-	-	-	6.0	4,800.00
8		Re-Grade Roadside Ditches and Re-Lay	L.S.	$ 3,430.00	1	3,430.00	$ -	0.0	-	0		-										-	1.0	3,430.00
		Culvert Pipes As Per Plan																						
9		Type "F" SPL-1 Inlet w/ One Extension	E.A.	$ 3,800.00	4	15,200.00	$ -	0.0	-	0		-	0	0	-	-	-	-	-	-	-	-	4.0	15,200.00
		Line at Sta 25+70																						
												-	0	0	-	-	-	-	-	-	-	-		
												-	0	0	-	-	-	-	-	-	-	-		
												-	0	0	-	-	-	-	-	-	-	-		
1		C.O. #1 Additional Work Traffic Control					$ 17,000.00	1.0	17,000.00	0.3	0.3	5,100.00										5,100.00	0.70	11,900.00
		Total Roadway				**225,690.90**			**17,000.00**			**5,100.00**			-			-			-	**5,100.00**		**237,590.90**
		Material On Hand																						
1		R.C.P. Pipe, Type "F" Inlets, Manholes, gravel for																						
		bedding and labor, equipment to unload material	L.S.	$ 14,074.00	1.0	14,074.00				1	1	14,074.00												
		at Project Site.																						
		Total Drainage				**14,074.00**			-			**14,074.00**			-			-			-	-		
		TOTAL BASE AMOUNTS:				**239,764.90**			**17,000.00**			**19,174.00**			-			-			-	**5,100.00**		**237,590.9**

Sam Vaughn
Print Name

1-Dec-11
Date

Signature



AI-30171 **12. I.**

CC CONSENT

Meeting Date: 12/20/2011

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

Department: COMM. PCT. #2

Information

CAPTION

Request approval for Application Payment No.3 in the amount of $59,238.01 from Asago Construction, awarded contractor, #C-11-161-07-05, for "El Gato Road Improvements", and as certified for payment by project engineer, R. Gutierrez Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-051-0-731

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

BUDGETARY IMPACT:

PO #662525 balance available in the amount of $376,249.80 as of 12/14/2011.

Attachments

Application PMT #3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2011 04:21 PM
Budget & Management	Merlen P. Munoz	12/15/2011 08:01 AM
Roland Garcia	Rolando Garcia	12/15/2011 10:08 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Yolanda Cisneros Started On: 12/14/2011 01:46 PM

Final Approval Date: 12/16/2011

APPLICATION FOR PMT #3

To: Hidalgo County Precinct No. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-11-161-07-05
Project: ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS
OWNER's Contract No. C-11-161-07-05 ENGINEER's Project No. ENG09.022A
For Work accomplished through the date of: 30-Nov-2011

1.	Original Contract Price:		$ 643,798.80 ✓
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 643,798.80 ✓
4.	Total completed and stored to date:		$ 329,904.80 ✓
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 16,495.24 ✓	
	5% of stored material:	$ -	
	Total Retainage:		$ 16,495.24 ✓
6.	% of Construction $ Amount Completed:		
	51% of contracted $ amount has been completed		
7.	% of Construction Time Completed:		
	120 Original Contract Time in Calendar Days		
	0 Net change by Change Orders and Written Agreements (+ or -)		
	120 Current Contract Time		
	86 Total Contract Days Used to Application Date in Calendar Days		
	0 Total Rain Days Charged to Date		
	72% of contract days have been completed		
8.	Total completed and stored to date less retainage (4 minus 5):		$ 313,409.56 ✓
9.	Less previous Application for Payments:		$ (254,171.55) ✓
10.	Balance to Finish:		$ 313,894.00 ✓
11.	AMOUNT DUE THIS APPLICATION (8 MINUS 9):		**$ 59,238.01** ✓

PO # 662525
1-200-431-00-122-051-0-731
Req # 201331

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 6-Dec-11 Asago Construction
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 07
day of December 2011

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Notary Public
My Commission expires: 12/16/11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
Dated 6-Dec-11 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: , P.E.

INVOICE RECEIVED BY:
ON 12/8/11
GOODS/SERVICES RECEIVED BY:
ON 12/8/11

Contractor Name: Asago Construction
Starting Date: 5-Sep-2011
Project Ending Date: 3-Jan-2012
Engineer's / County Project Desc: ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS

Application: PMT #3
Application Date: 6-Dec-2011
Period To: 30-Nov-2011
Engineer's / County Project No.: ENG09.022A

				Original Schedule Value			Application #1			Application #2			Application #3				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		Road Improvements																
1		Preparation of Right-of-Way	STA	$ 60.00	38.98	$ 2,338.80	15.00	15.00	$ 900.00		15.00	$ -	13.98	28.98	$ 838.80	$ 1,738.80	10.00	$ 600.00
2		Excavation (Roadway)	CY	$ 2.00	18,717.00	$ 37,434.00	6,000.00	6,000.00	$ 12,000.00	420.00	6,420.00	$ 840.00	5,580.00	12,000.00	$ 11,160.00	$ 24,000.00	6,717.00	$ 13,434.00
3		Embankment (Final) (Esns. Cont.) (Ty C)	CY	$ 15.00	318.00	$ 4,770.00		-	$ -		-	$ -	206.00	206.00	$ 3,090.00	$ 3,090.00	112.00	$ 1,680.00
4		Cell Fbr Mlch Seed (Temp)(Warm)	SY	$ 0.50	6,705.00	$ 3,352.50		-	$ -		-	$ -	3,500.00	3,500.00	$ 1,750.00	$ 1,750.00	3,205.00	$ 1,602.50
5		Cell Fbr Mlch Seed (Temp)(Cool)	SY	$ 0.50	6,705.00	$ 3,352.50		-	$ -		-	$ -		-	$ -	$ -	6,705.00	$ 3,352.50
6		Cell Fbr Mlch Seed (Perm)(Rural)(Clay)	SY	$ 0.50	13,410.00	$ 6,705.00		-	$ -		-	$ -		-	$ -	$ -	13,410.00	$ 6,705.00
7		Flexible Base (Mat'l Supplied by County) (8")	SY	$ 1.00	23,067.00	$ 23,067.00		-	$ -	8,000.00	8,000.00	$ 8,000.00		8,000.00	$ -	$ 8,000.00	15,067.00	$ 15,067.00
8		Lime Trt (Exst Matl)(12")	SY	$ 1.50	24,309.00	$ 36,463.50	4,000.00	4,000.00	$ 6,000.00	4,000.00	8,000.00	$ 6,000.00	2,000.00	10,000.00	$ 3,000.00	$ 15,000.00	14,309.00	$ 21,463.50
9		Lime Treat(New Base)(8")	SY	$ 1.50	23,067.00	$ 34,600.50		-	$ -	8,000.00	8,000.00	$ 12,000.00		8,000.00	$ -	$ 12,000.00	15,067.00	$ 22,600.50
10		Lime (Slurry or Commercial Slurry)	TON	$ 170.00	716.00	$ 121,720.00	79.00	79.00	$ 13,430.00	159.00	238.00	$ 27,030.00	35.00	273.00	$ 5,950.00	$ 46,410.00	443.00	$ 75,310.00
11		Prime Coat (MC-30)	GAL	$ 6.00	6,265.00	$ 37,590.00		-	$ -		-	$ -	2,085.00	2,085.00	$ 12,510.00	$ 12,510.00	4,180.00	$ 25,080.00
12		Cut & Restore Pavement	SY	$ 50.00	55.20	$ 2,760.00		-	$ -	55.20	55.20	$ 2,760.00		55.20	$ -	$ 2,760.00	0.00	$ -
13		Trench Excav Protection	LF	$ 1.00	1,034.00	$ 1,034.00	1,034.00	1,034.00	$ 1,034.00		1,034.00	$ -		1,034.00	$ -	$ 1,034.00	0.00	$ -
14		Concrete Riprap (CL C)	CY	$ 2,000.00	2.00	$ 4,000.00		-	$ -		-	$ -		-	$ -	$ -	2.00	$ 4,000.00
15		RC Pipe (CL III) (18")	LF	$ 50.00	132.00	$ 6,600.00	132.00	132.00	$ 6,600.00		132.00	$ -		132.00	$ -	$ 6,600.00	0.00	$ -
16		RC Pipe (CL III) (24")	LF	$ 55.00	146.00	$ 8,030.00	106.00	106.00	$ 5,830.00	40.00	146.00	$ 2,200.00		146.00	$ -	$ 8,030.00	0.00	$ -
17		RC Pipe (CL III) (30")	LF	$ 75.00	667.00	$ 50,025.00	667.00	667.00	$ 50,025.00		667.00	$ -		667.00	$ -	$ 50,025.00	0.00	$ -
18		RC Pipe (CL III) (36")	LF	$ 100.00	345.00	$ 34,500.00	318.60	318.60	$ 31,860.00		318.60	$ -		318.60	$ -	$ 31,860.00	26.40	$ 2,640.00
19		Inlet (Complete) (Ty A)	EA	$ 3,500.00	1.00	$ 3,500.00	1.00	1.00	$ 3,500.00		1.00	$ -		1.00	$ -	$ 3,500.00	0.00	$ -
20		Inlet (Complete) (Ty F)	EA	$ 5,000.00	8.00	$ 40,000.00	8.00	8.00	$ 40,000.00		8.00	$ -		8.00	$ -	$ 40,000.00	0.00	$ -
21		Inlet Extension	EA	$ 700.00	5.00	$ 3,500.00	5.00	5.00	$ 3,500.00		5.00	$ -		5.00	$ -	$ 3,500.00	0.00	$ -
22		Manhole (Complete) (Ty A)	EA	$ 3,000.00	3.00	$ 9,000.00	3.00	3.00	$ 9,000.00		3.00	$ -		3.00	$ -	$ 9,000.00	0.00	$ -
23		Construction Exits (TY 2) (Install)	SY	$ 8.00	168.00	$ 1,344.00	168.00	168.00	$ 1,344.00		168.00	$ -		168.00	$ -	$ 1,344.00	0.00	$ -
24		Construction Exits (Remove)	SY	$ 4.00	168.00	$ 672.00		-	$ -		-	$ -		-	$ -	$ -	168.00	$ 672.00
25		Conc. Curb & Gutter (Ty A)(Barrier)	LF	$ 8.00	7,749.00	$ 61,992.00		-	$ -	2,500.00	2,500.00	$ 20,000.00	500.00	3,000.00	$ 4,000.00	$ 24,000.00	4,749.00	$ 37,992.00
26		Conc. Valley Gutter (6-Ft)	LF	$ 8.00	600.00	$ 4,800.00		-	$ -		-	$ -	150.00	150.00	$ 1,200.00	$ 1,200.00	450.00	$ 3,600.00
27		Driveways (Asphalt Concrete Pavement)	SY	$ 20.00	878.00	$ 17,560.00		-	$ -		-	$ -		-	$ -	$ -	878.00	$ 17,560.00
28		Driveways (Brick Pavers)	SY	$ 50.00	18.70	$ 935.00		-	$ -		-	$ -		-	$ -	$ -	18.70	$ 935.00
29		Turnout (Asphalt Concrete Pavement)	SY	$ 20.00	429.60	$ 8,592.00		-	$ -		-	$ -		-	$ -	$ -	429.60	$ 8,592.00
30		Curb Ramps (TY 9)	EA	$ 700.00	10.00	$ 7,000.00		-	$ -		-	$ -	2.00	2.00	$ 1,400.00	$ 1,400.00	8.00	$ 5,600.00
31		Sidewalk (Conc) (5-Ft)	SY	$ 40.00	520.00	$ 20,800.00		-	$ -		-	$ -	200.00	200.00	$ 8,000.00	$ 8,000.00	320.00	$ 12,800.00
32		Install Small Roadside Sign Sup & Assem Ty S80 (1) SA(P)	EA	$ 400.00	14.00	$ 5,600.00		-	$ -		-	$ -	4.00	4.00	$ 1,600.00	$ 1,600.00	10.00	$ 4,000.00
33		Remove Small Roadside Sign Supp & Assem	EA	$ 100.00	8.00	$ 800.00		-	$ -	4.00	4.00	$ 400.00		4.00	$ -	$ 400.00	4.00	$ 400.00
34		Refl Pav Mrk Ty 1 (W)(4") (Brk)(100Mil)	LF	$ 1.00	1,930.00	$ 1,930.00		-	$ -		-	$ -	610.00	610.00	$ 610.00	$ 610.00	1,320.00	$ 1,320.00
35		Refl Pav Mrk Ty 1 (W)(8") (Sld)(100 Mil)	LF	$ 3.00	250.00	$ 750.00		-	$ -		-	$ -	98.00	98.00	$ 294.00	$ 294.00	152.00	$ 456.00
36		Refl Pav Mrk Ty 1 (Y) (4") (Sld) (100Mil)	LF	$ 1.00	8,900.00	$ 8,900.00		-	$ -		-	$ -	3,934.00	3,934.00	$ 3,934.00	$ 3,934.00	4,966.00	$ 4,966.00
37		Refl Pav Mrk Ty 1 (W) (24") (Sld) (100Mil)	LF	$ 7.00	568.00	$ 3,976.00		-	$ -		-	$ -	117.00	117.00	$ 819.00	$ 819.00	451.00	$ 3,157.00
38		Refl Pav Mrk Ty 1 (Y) (24") (Sld) (100Mil)	LF	$ 7.00	152.00	$ 1,064.00		-	$ -		-	$ -		-	$ -	$ -	152.00	$ 1,064.00
39		Prefab Pav Mrk Ty B (W) (Word)	EA	$ 300.00	4.00	$ 1,200.00		-	$ -		-	$ -		-	$ -	$ -	4.00	$ 1,200.00
40		Prefab Pav Mrk Ty B (W) (Arrow)	EA	$ 300.00	10.00	$ 3,000.00		-	$ -		-	$ -	4.00	4.00	$ 1,200.00	$ 1,200.00	6.00	$ 1,800.00
41		Refl Pav Mrk (Ty 1-C)	EA	$ 3.00	193.00	$ 579.00		-	$ -		-	$ -		-	$ -	$ -	193.00	$ 579.00
42		Refl Pav Mrk (Ty II A-A)	EA	$ 3.00	222.00	$ 666.00		-	$ -		-	$ -		-	$ -	$ -	222.00	$ 666.00
43		Solar Powered School Zone Sign & Assembly	EA	$ 6,000.00	2.00	$ 12,000.00		-	$ -		-	$ -		-	$ -	$ -	2.00	$ 12,000.00
44		Barricades, Signs and Traffic Handling	MO	$ 1,000.00	4.00	$ 4,000.00	1.00	1.00	$ 1,000.00	1.00	2.00	$ 1,000.00	1.00	3.00	$ 1,000.00	$ 3,000.00	1.00	$ 1,000.00
45		Temporary Sediment Control Fence	LF	$ 4.00	324.00	$ 1,296.00		-	$ -	324.00	324.00	$ 1,296.00		324.00	$ -	$ 1,296.00	0.00	$ -
		TOTAL ROAD IMPROVEMENT AMOUNTS:				**643,798.80**			**186,023.00**			**81,526.00**			**62,355.80**	**329,904.80**		**313,894.00**

Printed Name: Javier Gutierrez Date: 6-Dec-2011

Signature:

Schedule of Values

Contractor Name:	Asago Construction
Starting Date:	5-Sep-2011
Project Ending Date:	3-Jan-2012
Retainage Percent:	5%

Application:	PMT #3
Application Date:	6-Dec-2011
Period To:	30-Nov-2011
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-11-161-07-05	ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS	$ 643,798.80	$ 186,023.00	$ 9,301.15	$ 176,721.85	$ 81,526.00	$ 4,076.30	$ 77,449.70	$ 62,355.80	$ 3,117.79	$ 59,238.01	$ 329,904.80	$ 16,495.24	$ 313,409.56	$ 254,171.55	$ 313,894.00
	TOTALS:	**$ 643,798.80**	**$ 186,023.00**	**$ 9,301.15**	**$ 176,721.85**	**$ 81,526.00**	**$ 4,076.30**	**$ 77,449.70**	**$ 62,355.80**	**$ 3,117.79**	**$ 59,238.01**	**$ 329,904.80**	**$ 16,495.24**	**$ 313,409.56**	**$ 254,171.55**	**$ 313,894.00**

AI-30166 **12. J.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of the sixty (60) day grace period extension to the current contract (BFI Waste Systems Of America, Inc. w/effective date of 3-01-12 through 4-30-12 under the current rates, terms and conditions) as permitted under Contract #C-09-017-02-24 (aka E-11-091-02-14 as it was extended on 02/14/11 an additional year) so as to have no lapse in service while the procurement process is completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-350

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

BUDGETARY IMPACT:

PO #653489 for BFI Waste Services of Texas, L.P.-Amount available as of 12-16-11 $993.58

2012 Adopted Budget for Obj. 350 "Other Svcs" is $195,564.00 for waste management services

Attachments

Extension and Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2011 01:54 PM
Budget & Management	Merlen P. Munoz	12/14/2011 03:49 PM
Ivan Cantu	Ivan Cantu	12/16/2011 10:57 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Vangie Garcia Started On: 12/14/2011 10:59 AM

Final Approval Date: 12/16/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 14, 2011

BFI Waste Systems of North America, Inc.
P.O. Box 1217
La Feria, Texas 78559

Via Certified: 7099-3220-0002-9744-7539

Re: Sixty (60) Day Extension- **C-09-017-02-24**
Landfill Access for Precinct No. 1

Dear John:
Commissioners' Court will take applicable action **(Tuesday, December 20, 2011)** in connection with Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed and processed, at the same rate, term and conditions.

This notice will be sent via email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, December 20, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **3:00 p.m., Wednesday, December 14, 2011 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Jon M Deicke Date: 12-14-11

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 Qualifications).

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,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LANDFILL DISPOSAL SERVICES AGREEMENT
C-09-017-02-24

THIS LANDFILL DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective as of the **March 1, 2009**, by and between the County of Hidalgo, Texas ("County") and **BFI Waste Systems of North America, Inc.**

W I T N E S S E T H:

WHEREAS, County has requested that prospective bidders submit bids to permit County to dispose of certain waste products in a Landfill site in the Hidalgo County area pursuant to the terms and conditions of that certain Request for Bids for Landfill Access **(Hidalgo County Precinct No. 1)**, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB Packet"); and

WHEREAS, Contractor has submitted a bid to provide such services dated a copy of which is attached hereto as Exhibit "B" (the "Vendor's Bid"); and

WHEREAS, County has determined that Contractor's Bid constitutes the lowest and best bid for such services pursuant to the RFB; and

WHEREAS, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Contractor** will accept solid waste from **Precinct No. 1** for a **term of one (1) year for services on "As Needed Basis" only beginning (March 1, 2009), the effective date hereof**. The charge for the acceptance of such waste products shall be **$ 21.50 plus $1.25 Flow Charge** per ton of waste delivered to Contractor's landfill site. Contractor will bill **Precinct No. 1** on a monthly basis for waste received during the preceding calendar month. County may, in its sole discretion, elect to extend the term of this agreement for two (2) additional (1) one-year term(s) by giving notice to Contractor not later than thirty (30) days prior to the expiration of the initial one- year term hereof.

2. **Contractor** will accept solid waste from the following location: **Precinct No.1**. A copy of Contractor's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Contractor will not accept "Special Waste," as that term is defined in 30 T.A.C. ' 330.2. Upon receipt and acceptance of the waste

from **Precinct No. 1**, title to such waste will be transferred to Contractor, and Contractor will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Contractor agrees, by accepting waste from County hereunder, that such waste is of a class or type which Contractor may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

3. This Agreement is for the acceptance and disposal of solid waste materials for **Precinct No. 1** only. Delivery of solid waste materials to such location shall be at the sole cost and expense of **Precinct No. 1**.

4. ~~Contractor acknowledges that County is the operator of one or more landfill sites in Hidalgo~~ County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, by its execution of this Agreement, does not represent that it will deliver any waste to Contractor.

5. Contractor shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement :

   A. A $500,000 comprehensive general liability policy with limits of at least $300,000 per person and $500,000 per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to $500,000, in accordance with the Texas Tort Claims Act; (coverage and in the amounts described in Exhibit "C")
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance, naming County as an additional insured, shall be submitted to the County for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

6. Contractor represents and warrants that it possesses a current Type 1 landfill permit, and any and all other permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for each of the locations described in paragraph 2 above. Contractor further represents and warrants that it will dispose of all waste delivered to and accepted by it in a manner consistent with its permits and all applicable laws and regulations. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the disposal of waste at the locations described in paragraph 2, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to the locations described in paragraph 2, above.

7. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless

of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was County's or Contractor's or that of any person providing services hereunder by or through Contractor or County. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

8. **Miscellaneous Provisions:**

8.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8.02 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

8.04 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

8.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hon. Juan D. Salinas
County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: BFI Waste Systems of North America, Inc.
PO Box 1217
La Feria, Texas 78559

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

8.07 **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

8.08 **Assignment.** This Agreement shall not be assignable.

8.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

8.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

8.11 **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the_____ day and

_____year first above written.

Approved As To Form:

By: Antonio Mendoza
Antonio Mendoza
Assistant District Attorney
Date: 02-20-09

COUNTY OF HIDALGO, TEXAS

By:
Juan D. Salinas III, County Judge
Date: 3-3-09

ATTEST:

Arturo Guajardo Jr., County Clerk

Date: 3-3-09

Contractor: ~~BFI Waste Systems of North America, Inc.~~

By: _____

Printed Name Reynaldo Alegria

Title: Sales Manager

Date: 3-05-09

EXHIBIT "A"

RFB PACKET

HIDALGO COUNTY

BID NO.: 2009-017-02-18CGV

Exhibit "A"
"LANDFILL ACCESS FOR PRECINCT NO. 1"

INFORMATION 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.

- All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

SPECIFICATIONS/TERMS AND CONDITIONS:

1. Bidder must identify the landfill sit to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type 1 permit for the landfill site issued by the Texas Natural Resource Conservation Commission. In addition, Bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business.

2. The bidder will accept possession & entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not possesses a Type 1 permit. The purpose of this contract is to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.

3. Bidder should propose prices for a per-ton-of-loose-waste-basis, and should provide separate unit pricing for each of County's two precincts. Price differentials based on the award of a single County wide contract will be considered if proposed.

4. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications and to continue at all times in force in effect during the term of any such contract.

   A. A $500,000 general liability policy with limits of at least $100,000/3000,000 in accordance with the Texas Tort Claims Act;

   B. Workers compensation insurance as required by applicable law;

   C. Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;

   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and

   E. Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.

5. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto;

6. **Locations of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access service for one or more precincts.**

7. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforseen delay in award of new bid for next contract term.

8 All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Term:
Awarded bidder will accept solid waste from Precinct No. 1 for a term of one (1) year for services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to

demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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 participant 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 P.M. at (956) 318-2629. Responses to said inquires will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, February 13, 2009.**

EXHIBIT "B"

VENDOR BID PAGE FORM

HIDALGO COUNTY
"LANDFILL ACCESS FOR PRECINCT NO. 1"
BID NO.: 2009-017-02-18CGV
EXHIBIT "B"

BID PAGE FORM

PRICE PER TON: $21.50

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION FLOW CHARGE: $1.25 Per ton

VENDOR NAME: BFI Waste Systems of America, Inc.

VENDOR ADDRESS: 9402 West Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Tx. 78552

PHONE NO.: (800) 423-7316 **FAX NO.:** (956)428-2045 **CELL NO.:** (956)495-4236

AUTHORIZED SIGNATURE:

TITLE: General Manager

DATE: 2-18-09

INFORMATION TO BIDDERS:

Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access services for one or more precincts.

ADDITONAL INFORMATION:

Term: One (1) year, on an **"As Needed Basis"** with the County's option to renew two (2) additional one (1) year terms under the same rates, terms and conditions.

EXHIBIT "C"

INSURANCE REQUIREMENTS

- CERTIFICATE OF INSURANCE
- PERMIT TYPE I

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY): 06/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	PHONE (A/C No.Ext): 800-853-6155	FAX (A/C No.Ext):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: OLD REPUBLIC INSURANCE COMPANY	24147
INSURER B: LEXINGTON INSURANCE COMPANY	19437
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 18179** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [ ] _____ [ ] _____ GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC			MWZY 59257	06/30/2011	06/30/2012	EACH OCCURRENCE DAMGED TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ] [ ]			MWTB 21343	06/30/2011	06/30/2012	COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per Accident)	$ 5,000,000
B	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			2214223/2214224	06/30/2011	06/30/2012	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 117108 00 AOS MWXS 945 Excess WC OH MWXS 946 Excess NSWC TX	06/30/2011 06/30/2011 06/30/2011	06/30/2012 06/30/2012 06/30/2012	[X] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 5122 - Named Insured Includes: BFI Waste Systems of North America, LLC dba Rio Grande Valley Landfil
See attached for additional remarks

CERTIFICATE HOLDER

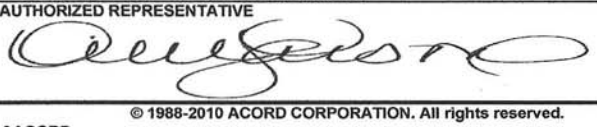
HIDALGO COUNTY PURCHASING DEPARTMENT
100 EAST CANO , 4TH FLOOR

Edinburg, TX 78539-4582

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ORIGIN
1948
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TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

PERMIT FOR MUNICIPAL SOLID WASTE MANAGEMENT SITE
issued under provisions of Texas Health & Safety Code Ann. Chapter 361 (Vernon)

DOCKET 1998-1254-MSW

Permit No. MSW-1948A

Name of Permittee and Site Owner:	BFI Waste Systems of North America, Inc. P.O. Box 201690 San Antonio, Texas 78220
Facility Name:	BFI Rio Grande Valley Landfill
Classification of Site:	Type I Municipal Solid Waste Management Facility
Waste to be Accepted:	Municipal Solid Waste, Class 1 Industrial Waste, Class 2 Industrial Waste, Class 3 Industrial Waste and Special Waste.

The permittee is authorized to store, process, and dispose of waste in accordance with the limitations, requirements, and other conditions set forth herein. This amended permit is granted subject to the rules and Orders of the Commission and laws of the State of Texas. Nothing in this permit exempts the permittee from compliance with other applicable rules and regulations of the Texas Natural Resource Conservation Commission. This permit will be valid until canceled, amended, or revoked by the Commission, or until the site is completely filled or rendered unusable, whichever occurs first.

APPROVED, ISSUED AND EFFECTIVE in accordance with 30 Texas Administrative Code Chapter 330.

ISSUED DATE: JAN 10 2002

For the Commission

AI-30128 **12. K.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., legal notice, requirements, scope of services, etc.) as attached hereto for Hidalgo County Juvenile Justice Center for the purpose of expanding the pool for the following:

Project Title	RFP No
License Sex Offender Treatment Provider	12-026-01-11-YZV
License Professional Psychologist	12-027-01-11-YSI

BACKGROUND

Proposed Schedule of Event:

1st Ad: December 24, 2011
2nd Ad: December 31, 2011

Proposal Acceptance Date: January 11, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available funds in 2012 are $70,000.00.

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-60-330-001-0-331

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

BUDGETARY IMPACT:

Available funds in 2012 are $120,000.00.

Attachments

Department Approval Email

Legal Notice-Requirements-Scope of Services-2012-026

Legal Notice-Requirements-scope of Services-2012-027

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2011 10:06 AM
Budget & Management	Merlen P. Munoz	12/14/2011 10:20 AM
Perla Lopez	Perla Lopez	12/14/2011 11:38 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Yolanda Velasquez Started On: 12/13/2011 11:24 AM

Final Approval Date: 12/16/2011

From: Buddy Silva
To: "Yolanda Velasquez"
Subject: RE: RFP"s for License Psychologist and License Sex Offender Treatment Providers Pools
Date: Friday, December 09, 2011 11:00:03 AM

Good morning Yolanda. Spoke with Yvette this AM. I did want to include an expansion of the LPC contracts also if possible. You may want to check on Tony Guzman's contract. It may be expiring on January of 2012. As per your e-mail the dates or OK for the proposed schedule of events related to this matter. Thanks. Buddy Silva.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, December 09, 2011 9:54 AM
To: buddy.silva@jpd.co.hidalgo.tx.us
Cc: yvette.islas@co.hidalgo.tx.us
Subject: RFP's for License Psychologist and License Sex Offender Treatment Providers Pools

Good morning Mr. Silva

We wanted to review with you the dates for a re-advertisement for License Psychologist and Sex Offender Providers as previously discussed with you for expansion of pools. The following is the proposed schedule of events:

1) Commissioner's Court Agenda for permission to advertise/approval of packet: **December 20, 2011**
2) 1st advertisement Saturday, **December 24, 2011**
3) 2nd advertisement Saturday, **December 31, 2011**
4) Proposal Acceptance date: **January 11, 2012**

Email us if you have any concerns or recommendations.

Yvette S. Islas, Buyer III and Yolanda Z. Velasquez, Buyer II
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626
Fax (956) 318-2629
email: yvette.islas@co.hidalgo.tx.us and/or yolanda.velasquez@co.hidalgo.tx.us

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

RFP NO: 2012-026-01-11-YZV	BUYER: YOLANDA Z. VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"LICENSED SEX OFFENDER TREATMENT PROVIDERS"

JANUARY 11, 2012

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

LEGAL NOTICE **RFP NO: 2012-026-01-11-YZV**

1. Sealed proposals/qualifications will be received for Hidalgo County for: **"LICENSED SEX OFFENDER TREATMENT PROVIDER",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 (7) copies of all RFPs 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: 2012-026-01-11-YZV-"LICENSED SEX OFFENDER TREATMENT PROVIDER"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 11, 2012.**

   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 OR PACKAGE.

   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 item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposals 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 at a County owned or operated location, each proposer 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 dollar amount of the proposals.

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 open 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 /qualifications 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 Proposals/Qualifications. 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 proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a 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's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- 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. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation – **"LICENSED SEX OFFENDER TREATMENT COUNSELOR"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Maria Elena Gaitan, Accountant
P O Box 267
Edinburg, TX 78540
956-587-6200

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**JANUARY 11, 2012**
Project/Anticipated Award Date:	**_____, 2012**
Commence Work or Deliver Products	**_____, 2012**

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 bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are 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 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 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 No. 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.

23. 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 proposers' 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.

24. 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.

25. 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.

26. 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.

27. 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 Proposals 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.

28. 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.

29. 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.

30. 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.

31. 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 none conforming.

Request for Proposal/Qualifications
"LICENSED SEX OFFENDER TREATMENT PROVIDER"

RFP NO: 2012-026-01-11-YZV

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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer 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.

Proposer 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 receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

RFP 2012-026-01-11-YZV

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)

RFP NO: 2012-026-01-11-YZV

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Sex Offender Treatment Provider(s)" in order to establish a "Pool" of Licensed Sex Offender Treatment Provider(s)" on an "As Needed Basis". Service "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Sex Offender Treatment Provider(s). Request For Proposals will be accepted until **9:30 A.M., Wednesday, January 11, 2012. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: **2012-026-01-11-YZV**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, **January 04, 2012** at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, **January 06, 2012**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP 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 or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
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 proposers 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 proposals, 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. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

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 term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
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. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified Licensed Sex Offender Treatment Provider(s) who are qualified as a Licensed "Sex Offender Treatment Provider(s)". The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(s)." Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers 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. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed "Sex Offender Treatment Provider(s)."

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed "Sex Offender Treatment Provider(s)" who are qualified to provide services and expertise and licensed as "Sex Offender Treatment Provider(s)" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include but are not limited to:
    a. Conducting individual family and/or group counseling appropriate for the needs of each Client;
    b. Conducting psychosexual examinations of the Clients as required by the Department;
    c. Conducting other evaluations and tests on each Client as required by the Department;
    d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising

there from concerning such records are resolved by a final un-appealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer.

2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S): (30 Points)**
   The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**

The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s)" understanding of the project.

3. **COST: (20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish a "Pool/Roster" of "Licensed Sex Offender Treatment Provider(s).

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. **LICENSE SEX OFFENDER TRETMENT PROVIDER(S) QUALIFICATIONS:**
   The "Licensed Sex Offender Treatment Provider(s)" should provide information related to its qualifications, experience. The "Licensed Sex Offender Treatment Provider(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Sex Offender Treatment" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
   The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Licensed Sex Offender Treatment Provider(s) currently has an active practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s) should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider"(s) understanding of the project.

3. **COST:**
   Provide fee cost based per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling and group counseling.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":**
   The "Licensed Sex Offender Treatment Provider(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc.

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"
RFP NO: 2012-026-01-11-YZV
RFP EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. **LICENSE SEX OFFENDER TREATMENT PROVIDER(S) QUALIFICATIONS:** The "Licensed Sex Offender Treatment Provider(s)" should provide information related to its qualifications, experience. The "Licensed Sex Offender Treatment Provider(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Sex Offender Treatment" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.	30 Points	_____
Comments/Rationale For Points:_____		
2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s) understanding of the project.	20 Points	_____
Comments/Rationale For Points:_____		
3. **COST:** Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.	20 Points	_____
Comments/Rationale For Points:_____		
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."	30 Points	_____
Comments/Rationale For Points:_____		
	Total Score	_____

Provider: _____

Evaluator: _____ Date: _____

RFP NO: 2012-027-01-11-YSI	BUYER: YVETTE S. ISLAS	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"LICENSED PROFESSIONAL PSYCHOLOGIST(S)"

January 11, 2012

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

LEGAL NOTICE **RFP NO: 2012-027-01-11-YSI**

1. Sealed proposals will be received for Hidalgo County for: **"LICENSED PROFESSIONAL PSYCHOLOGIST(S)",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 (7) copies of all RFPs 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: 2012-027-01-11-YSI-"LICENSED PROFESSIONAL PSYCHOLOGIST(S)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 11, 2012.**

   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 OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2012-027-01-11-YSI - LICENSED PROFESSIONAL PSYCHOLOGIST(S).

   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 item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offer or 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 at a County owned or operated location, each proposer 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 dollar amount of 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 open 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 the 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 proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a 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's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- 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. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"LICENSED PROFESSIONAL PSYCHOLOGIST(S)"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  f) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Maria Elena Gaitan, Accountant
P O Box 267
Edinburg, TX 78540

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**January 11, 2012**
Project/Anticipated Award Date:	**_____, 2012**
Commence Work or Deliver Products	**_____, 2012**

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 bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are 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 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 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.

23. 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 proposers' 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.

24. 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.

25. 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.

26. 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.

27. 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 Proposals 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.

28. 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.

29. 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.

30. 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.

31. 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 none conforming.

Request for Proposal
"LICENSED PROFESSIONAL PSYCHOLOGIST(S)"

RFP NO: 2012-027-01-11-YSI

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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer 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.

Proposer 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 receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)

RFP NO: 2012-027-01-11-YSI

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Psychologist(s)" in order to establish a "Pool" of Licensed Professional Psychologists" on an "As Needed Basis". Services "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Psychologist(s). Requests For Proposals will be accepted until **9:30 A.M., Wednesday, January 11, 2012.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2012-027-01-11-YSI

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 04, 2012 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 06, 2012. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP 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 or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
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 proposers 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 proposals, 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. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

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 term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
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. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed psychologist (s) who is qualified as a "Licenses Psychologist(s)". The person(s) directly performing the counseling services are required to be licensed psychologist(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers 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. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed psychologist(s) who are qualified to provide services and expertise and licensed as "Licensed Psychologist" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of a licensed professional psychologist until replaced by department. These services include but are not limited to:
    a. Conducting psychological examinations of the Clients as required by the Department;
    b. Conducting other evaluations and tests on each Client as required by the Department;
    c. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    d. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    e. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappeasable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer, and;
    f. Conducting individual family and/or group counseling appropriate for the needs of each Client on an as needed basis as needed.
2. Proposer represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a standard fee proposal per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr.

Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation is based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED PSYCHOLOGIST(S): (30 Points)**
The "Licensed Psychologist(s) should provide information related to its Qualifications. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

3. **COST: (20 Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**
The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Professional Psychologist(s) Services". Accuracy and

completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, January 11, 2012.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish a "Pool/Roster" of "Licensed Psychologist(s).

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. **LICENSED PSYCHOLOGIST(S):**
   The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
   The "Licensed Psychologist(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist(s)" by the Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the psychologist currently has an active practice, the psychologist must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the psychologist(s) understanding of the project.

3. **COST:**
   Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":**
   The "Licensed Psychologist(s) should provide as much background information as to its experiences in providing similar services to juveniles, parents, etc.

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"POOL FOR LICENSED PSYCHOLOGIST(S)"
RFP NO: 2012-027-01-11-YSI
RFP EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. **LICENSED PROFESSIONAL COUNSELOR(S):** The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response	30 Points	_____
Comments/Rationale For Points:_____		
2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.	20 Points	_____
Comments/Rationale For Points:_____		
3. **COST:** Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements	20 Points	_____
Comments/Rationale For Points:_____		
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar counseling services to juveniles, parents, groups, etc."	30 Points	_____
Comments/Rationale For Points:_____		
	Total Score	_____

Provider: _____

Evaluator: _____ Date: _____

AI-30123 **12. L.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County "Title Report Services" RFP No: 2012-013-MEG. including the re-advertising of project in the event no bids received and project is still required.

BACKGROUND

Current Contract expires on 02/23/2012
Proposed Schedule
1st advertise 12/24/11
2nd advertise 12/31/11
Bid Opening 01/11/2012

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

This is a County Wide Project (All funding Sources) on "As Needed Basis"
No funding is required at this stage of procurement process.

Attachments

Specifications/Requirements
Legal Notice
Draft Contract
Approval from Legal Counsel
Approval of spec

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2011 10:05 AM
Budget & Management	Merlen P. Munoz	12/14/2011 10:20 AM
Rosalinda Cantu	Rosie Cantu	12/15/2011 11:38 AM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Elena Gomez Started On: 12/13/2011 09:43 AM

Final Approval Date: 12/16/2011

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

TITLE REPORT SERVICES-"(POOL)"
(Including all Funding Sources, Programs and Entities)

RFP NO: 2012-013-00-00-MEG

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HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE REPORT SERVICES" (POOL)
RFP NO: 2012-013-00-00-MEG

Overview:
The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Title Report Services" on an "AS NEEDED BASIS". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"POOL"-TITLE REPORT SERVICES"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, MONTH DATE, 2012. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2012-013-00-00-MEG

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, **MONTH DATE, 2012.** at 5:00 P.M. at (956) 292-7612 or e-mail to elena.gomez@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, **MONTH DATE, 2012.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

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

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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 participant 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 locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP 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 or that the Respondent has not and will not attempt to lobby directly or in directly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
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 proposers 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.

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HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, 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. **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: The initial term of the contract shall be for **Two *Year***, with the County's option for additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit "A"***.

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 PROPOSALS:
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. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

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The proposers 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. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The County of Hidalgo is accepting Proposals from interested firms with the experience in providing "Title Report Services". The purpose of soliciting Proposals (RFP) is to develop a "pool" of pre qualified firms or vendors from which evaluated, ranked and negotiated engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be executed for "Title Report Services".

I. FIRM QUALIFICATIONS

A. The firm or vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

B. The provider should have experience with: (1) State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

C. Hidalgo County intends to negotiate and issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

D. All information and/or data contained within the completed "Title Report" must be obtained from a Title/Abstract office.

II. SCOPE OF SERVICES

Information to be included in each title report:

1. Name and address of owner of property with information on title vesting;
2. Lien holder with recording information;
3. Legal description of property;
4. Easement affecting property both specifically for the lot arid general covering entire subdivision;
5. Show any Federal *and/or* State Tax Liens
6. Provide copies of Deed, Liens, and Easements.
7. Provide copy of maps where information was retrieved

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(Highlighted & Specified)

III. RFP Requirements

Each proposal must address, but may not be limited to, the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. State name of Title Company from whose records information will be obtained.
5. List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company has the capability to deliver the services required on a timely basis.

IV. Evaluation Criteria

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Capability to perform all the services required for the noted projects in a timely manner, namely to meet schedules and deadlines of a maximum of three (3) business (working) days per parcel.
2. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedures;
3. List of recent projects.
4. Professional integrity and competence.
5. Professional background.
6. Current workload.
7. Thoroughness of information provided.

V. Request for Services & Evaluation Process

A department requiring Title Report Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

Based on the committee's review and evaluation, a minimum of three (3) firms will be ranked for further consideration and may be required to submit supplemental information.

Negotiations will take place with the potential firms in the order of their ranked evaluation, for subsequent negotiations of fees & services with one or more firms on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

VI. Involuntary Termination: The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

A. The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
B. The suspension, revocation or cancellation of the vendor's right to practice his

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profession in the State of Texas;

C. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;
D. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;
E. The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or
F. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.
G. A vendor submitting a deliverable product, i.e. title report, that results in delay or interruption of the acquisition process including the incurring of additional expense by the County will be grounds for termination of vendor's participation in the "Pool".

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, MONTH DATE, 2012.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. 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, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a

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presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Responsiveness:** **Total Points Possible: 30 points**

   a. Thoroughness of Requested Information (10 Points)
   b. Understanding of Project (10 Points)
   c. List of References provided (10 Points)

2. **Firm Capabilities:** **Total Points Possible: 40 points**

   a. Quality and Accuracy of work performed (10 points)
   b. Experience with similar projects (10 points)
   c. Capability to meet schedules and deadlines (10 points)
   d. Current workload and ability to commence various requested projects simultaneously (10 points)

3. **Cost Fees** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services price per day/hour.

30 points
Total 100 Points

B. <u>RANKING OF PROPOSALS:</u>

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. <u>NEGOTIATION PROCESS:</u>

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

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RFP NO: 2012-013-00-00-MEG	BUYER II: ELENA GOMEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"POOL"-TITLE REPORT SERVICES

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

LEGAL NOTICE **RFP NO: 2012-013-00-00-MEG**

1. Sealed proposals will be received for **"Hidalgo County –TITLE REPORT SERVICES (POOL)",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 (7) copies of all RFPs 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: 2012-013-00-00-MEG Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., date, month day, 2012.**

   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 OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2012-013-00-00-MEG "HIDALGO COUNTY – TITLE REPORT SERVICES (POOL)".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to elena.gomez@co.hidalgo.tx.us BY NO LATER THAN date, month day,, 2012 at 5:00 p.m. Responses will be sent to all applicants by **date, month day,**, 2012. **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 item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal 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 at a County owned or operated location, each proposer 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 dollar amount of 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 open 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 the 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 proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a 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's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- 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. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation – "**Hidalgo County – Title Report Services (Pool)"**
   e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**month date**	**, 2012**
Project/Anticipated Award Date:	**_____,**	**2012**
Commence Work or Deliver Products	**_____,**	**2012**

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 bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are 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 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 therefor 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 No. 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.

23. 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 proposers' 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.

24. 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.

25. 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.

26. 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 ustained 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.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals 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.

28. 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.

29. 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.

30. 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.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY –
"TITLE REPORT SERVICES (POOL)"
RFP NO: 2012-013-00-00-MEG

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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer 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.

Proposer 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 receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-12-013-00-00

THIS AGREEMENT is made effective the _____ day of _____, **2012**, by and between the **County of Hidalgo, Texas** ("County") and _____. ("Title Agent/Examiner").

WITNESSETH:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas through its procured approved pool of Title Report Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. **Scope of Services.** Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. **The Title**

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Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. This Contract becomes effective when fully executed by both parties and will terminate two (2) years from the date of execution with the County's option for an additional one (1) year extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the

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address shown in numbered paragraph 20, hereof.

4. **Progress**. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County or at other agreed upon locations.

5. **Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments**. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for

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Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting**. The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

7.1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

7.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Agent/Examiner must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Agent/Examiner agrees to be responsible for any

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federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. Title Agent/Examiner and County agree that 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 Contract with the thirty (30) days prior written notice to the other party.

11. Insurance. Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

12. No Assignment. Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this

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Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Agent/Examiner, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Title Agent/Examiner should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Agent/Examiner shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are

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incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
1615 So. Closner, Ste., J
Edinburg, Texas 78539

If to Title Agent/Examiner:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

. **22. Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever

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and as often as may be appropriate

24. Authority. The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

25. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT on: _____, 2012.

APPROVED AS TO FORM:
Atlas & Hall L.L.P
By:_____

COUNTY OF HIDALGO, TEXAS
By:_____
Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:

NAME: _____

By: _____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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EXHIBIT "A"

Services to be provided by Title Agent/Examiner

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EXHIBIT "B"

Fee Schedule

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EXHIBIT "C"

Insurance Certificate

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From: Cris Villarreal [cris.villarreal@co.hidalgo.tx.us]

Sent: Friday, December 09, 2011 1:54 PM

To: 'Elena Gomez'

Subject: FW: 2012-013- MEG "TITLE REPORT SERVICES-"(POOL)"

Attachments: DRAFT CONTRACT- 2012-013.pdf; Draft Contract Approval 2012-013.pdf

Ms. Elena,

Attached is the approval as to form by legal counsel regarding the draft contract for your project and backup for your agenda request on authority to advertise. Also attached is the draft contract.

Thank you,

Cris

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 09, 2011 1:10 PM
To: cris.villarreal@co.hidalgo.tx.us
Subject: FW: 2012-013- MEG "TITLE REPORT SERVICES-"(POOL)"

HOOORRRRAY!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, December 09, 2011 11:56 AM
To: 'Martha Salazar'
Subject: RE: 2012-013- MEG "TITLE REPORT SERVICES-"(POOL)"

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, December 09, 2011 11:36 AM
To: 'Steve Crain'
Cc: cris.villarreal@co.hidalgo.tx.us
Subject: FW: 2012-013- MEG "TITLE REPORT SERVICES-"(POOL)"

Mr. Crain:

Made changes recommended. Please review and comment as to form.

M E M O R A N D U M

TO: Joe Pena, ROW Director

From: Elena Gomez, Buyer II

Date: November 29, 2011

RE: Request Recommendation for RFP 2012-013-00-00-MEG
"TITLE REPORT SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: _____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #: All funding Sources on as needed basis - Rg

Jose N. Peña 11/30/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Monday, December 5, 2011 at 5:00p.m.

Enclosures

AI-30116 **12. M.**

CC CONSENT

Meeting Date: 12/20/2011

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval and acceptance of a JP Morgan Commercial Card Rebate (check #38155) in the amount of $668.94 for 2011 rebate.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Positive fiscal impact.

FISCAL YEAR: 2011 ACCT. #: see below

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

BUDGETARY IMPACT:

GEN FUND-MISCELLANEOUS REVENUE
1-1100-360-00-000-000-0-000

Check # 385122
Receipt # 151938
Date of Receipt: 12/12/11

Attachments

check
receipt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/14/2011 09:54 AM
Budget & Management	Merlen P. Munoz	12/14/2011 10:19 AM
Rosalinda Cantu	Rosie Cantu	12/15/2011 01:42 PM
Auditor's Office	Angela Garcia	12/16/2011 02:51 PM

Form Started By: Nielda Cavazos Started On: 12/12/2011 02:52 PM

Final Approval Date: 12/16/2011

JPMorganChase

P.O. Box 31147
Tampa, FL 33610

IN FAVOR OF	SENDER
341193 1001 131 107 171 131 CTY OF HIDALGO ATTN: MARTHA SALAZAR 100 E CANO 4TH FLOOR EDINBURG, TX 78539	CORPORATE PAYMENT ACCOUNT 2500 WESTFIELD DR ELGIN IL 60123-7836

RETAIN THIS PORTION FOR YOUR RECORDS

DATE	AMOUNT	CHECK NUMBER	JPMORGAN CHASE REFERENCE
12/02/2011	$668.94	385122	0787600336FE

REFERENCE

TEXT: SENDER'S REFERENCE = 0787600336FE
JPMC COMMERCIAL CARD REBATE 2011

PAYING BANK: JPMORGAN CHASE BANK, N.A.
BROOKLYN, NEW YORK

ORDERING PARTY:

*For your check related inquiries, please contact our dedicated Chase Customer Service Department at (866) 253-5474.

THE FACE OF THIS DOCUMENT HAS A BLUE BACKGROUND - THE BACK HAS AN ARTIFICIAL WATERMARK

P.O. Box 31147
Tampa, FL 33610

JPMorganChase

1-2
210

JPMORGAN CHASE REF# 0787600336FE

CHECK DATE	CHECK NUMBER
12/02/2011	385122

U.S. DOLLARS
**********SIX HUNDRED SIXTY EIGHT AND 94/100 DOLLARS**********

CHECK AMOUNT
$668.94

PAY TO THE ORDER OF
00131

CTY OF HIDALGO
ATTN: MARTHA SALAZAR
100 E CANO 4TH FLOOR
EDINBURG, TX 78539

AUTHORIZED SIGNATURE

BY: JPMorgan Chase Bank, N.A., Brooklyn, New York as Agent for the Drawer Bank
DRAWER: CORPORATE PAYMENT ACCOUNT

⑈0000385122⑈ ⑆021000021⑆ 9494032882⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 151938

Received From: JP MORGAN CHASE PURCHASING Date 12/12/11

1	385122	JPMORGAN CARD REBATE 2011	1-1100-360-00-000-000-0-000	668.94

Total: **668.94**

Check Total	668.94
Cash Total	.00
Credit Total	.00
Other Total	.00

From: Dean Dickinson
To: Monica Badillo
Subject: RE: Maintenance Agreement on HC Agenda Quik Software
Date: Thursday, December 15, 2011 3:47:31 PM

Sorry about that. I should have known to change it.

Dean Dickinson
Destiny Software
Office: 425 415-1777
email: dean@destinysoftwareinc.com

-----Original Message-----
From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Thursday, December 15, 2011 1:43 PM
To: Desta Dickinson
Cc: Dean Dickinson
Subject: FW: Maintenance Agreement on HC Agenda Quik Software
Importance: High

Can you change....please..

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 15, 2011 2:44 PM
To: 'Monica Badillo'
Cc: 'Darlene Betancourt'; josephine.ramirez@da.co.hidalgo.tx.us
Subject: FW: Maintenance Agreement on HC Agenda Quik Software
Importance: High

Ms. Monica:
Can you send the agreement back to vendor have them change the venue clause to the State of Texas and not Washington as per Ms. Josephine Ramirez-Solis.
Let me know as soon as you receive it to attach.
Marty

-----Original Message-----
From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, December 15, 2011 2:35 PM
To: 'Martha Salazar'
Cc: 'Monica Badillo'; 'Darlene Betancourt'
Subject: RE: Maintenance Agreement on HC Agenda Quik Software

Yes

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303

Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL.
It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.
****

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 15, 2011 2:21 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Monica Badillo'; 'Darlene Betancourt'
Subject: RE: Maintenance Agreement on HC Agenda Quik Software

Should we ask the company to change to Texas?

-----Original Message-----
From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, December 15, 2011 1:38 PM
To: 'Martha Salazar'
Subject: RE: Maintenance Agreement on HC Agenda Quik Software

Marty,

I do have a concern with Paragraph 15. It states that governing law is in the State of Washington.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Wednesday, December 14, 2011 4:31 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: FW: Maintenance Agreement on HC Agenda Quik Software
Importance: High

Here you go Ms. Josephine, sorry about the previous attempt.
Hope this works.
Marty

-----Original Message-----
From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, December 14, 2011 4:11 PM
To: 'Martha Salazar'; valde.guerra@co.hidalgo.tx.us
Cc: 'Monica Badillo'; 'Darlene Betancourt'
Subject: RE: Maintenance Agreement on HC Agenda Quik Software

I couldn't access the document.

Josephine Ramirez Solis
Assistant Criminal District Attorney
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-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, December 14, 2011 1:27 PM
To: josephine.ramirez@da.co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us
Cc: 'Monica Badillo'; 'Darlene Betancourt'
Subject: Maintenance Agreement on HC Agenda Quik Software
Importance: High

http://68.88.107.138/docs/2011/CC/20111220_1511/30168_agenda%20quixk%20desti
ny%20agreement.pdf

Ms. Josephine:
Please review and comment on this agreement as it will be required by Auditor's office in order to consider a complete agenda item.
Yours truly,
Marty Salazar