AI-31109 **2. A.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2012 - County Clerk (1238)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1238-415-40-180-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-16-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 11:54 AM
JC Carreon	JC Carreon	02/16/2012 01:37 PM
Auditor's Office	Arcilia Duran	02/22/2012 01:30 PM

Form Started By: Rene Perez Started On: 02/16/2012 11:47 AM

Final Approval Date: 02/22/2012

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 2/15/2012

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 2-1238-415-40-180-004-0-

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
890	Other	743	Office Furniture & Equipment	$ 6,500.00
890	Other	665	Minor Computer Equipment	$ 650.00
			TOTAL	$7,150.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540

956.318.2100 ~ fax 956.318.2105

www.hidalgocountyclerk.us

AI-31259 **2. B.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2012 - County Clerk (1237)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1237-415-40-180-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/01/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 04:19 PM
Ana Galvan	Ana Galvan	03/01/2012 08:23 AM
Auditor's Office	Arcilia Duran	03/01/2012 12:46 PM

Form Started By: Rene Perez Started On: 02/28/2012 04:13 PM

Final Approval Date: 03/01/2012

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 2/28/2012

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 2-1237-415-40-180-003-0-

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 SUPPLIES	743	OFFICE FURNITURE & EQUIPMENT	$7,500.00
341	DATA MGMT&PROCESS	743	OFFICE FURNITURE & EQUIPMENT	$9,500.00
			TOTAL	$17,000.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540
956.318.2100 ~ fax 956.318.2105
www.hidalgocountyclerk.us

AI-31303 **2. C.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2012 - Executive Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-413-00-125-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3-1-12

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 11:44 AM
JC Carreon	JC Carreon	03/01/2012 02:49 PM
Auditor's Office	Arcilia Duran	03/01/2012 04:59 PM

Form Started By: Monica Badillo Started On: 03/01/2012 11:18 AM

Final Approval Date: 03/01/2012

DATE: **March 1, 2012**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **EXECUTIVE OFFICE**

ACCOUNT NUMBER: **2-1100-413-00-125-001-0-**

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**
811	Licenses & permits	**890**	Other	**154.77**
			TOTAL	**154.77**

REASON: **To pay for pending invoices to TCEQ (Annual Assessment Fees).**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-31275 **2. D.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2012 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/01/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 01:58 PM
Ana Galvan	Ana Galvan	03/01/2012 08:40 AM
Auditor's Office	Arcilia Duran	03/01/2012 12:47 PM

Form Started By: Nielda Cavazos Started On: 02/29/2012 01:19 PM

Final Approval Date: 03/01/2012

DATE: **February 29, 2012**

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

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **2-1100-415-18-160-001-0-XXX**

SUBJECT: **Intradepartmental Transfer/s (increase/decrease)**

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
743	Office Furniture & Equipment	661	Minor Office Furniture & Equipment	$664.00
			TOTAL	$664.00

REASON: **Transfer is needed to purchase 30 chairs and a conferences table for the purchasing conference room.**

Department Head Signature

Approved Commissioners' Court

/ /

Date

Attest County Clerk

AI-31204 **2. E.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2012 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-260-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-23-12

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 03:19 PM
JC Carreon	JC Carreon	02/23/2012 04:22 PM
Auditor's Office	Arcilia Duran	02/28/2012 04:33 PM

Form Started By: Monica Badillo Started On: 02/23/2012 03:05 PM

Final Approval Date: 02/28/2012

DATE: **February 23, 2012**

DEPARTMENT HEAD: **Jose Pena**

DEPARTMENT NAME: **RIGHT OF WAY**

ACCOUNT NUMBER: **2-1200-431-00-260-001-0-**

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**
780	Capital Leases	**442**	Equip.&Veh. Rental	**100.00**

AI-31184 **2. F.**

CC CONSENT

Meeting Date: 03/06/2012

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2012 - Texas AgriLife Extension (1100)

BACKGROUND

Requesting an interdepartmental line item transfer for electrical supplies needed for installation of electric projector screen and permanent projector set up. This equipment will be used for classes that our department will be conducting for our many services that we provide.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/23/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 08:18 AM
Ana Galvan	Ana Galvan	02/23/2012 03:27 PM
Auditor's Office	Arcilia Duran	02/28/2012 04:34 PM
Purchasing Department	Marty Salazar	03/01/2012 01:12 PM

Form Started By: Nora Linda Cruz Started On: 02/22/2012 04:50 PM

Final Approval Date: 03/01/2012

DATE: **January 25, 2012**

DEPARTMENT HEAD: **Barbara Storz**

DEPARTMENT NAME: **TEXAS AGRILIFE EXTENSION**

ACCOUNT NUMBER: **2-1100-461-00-380-001-0-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**
442	Equipment & Vehicle Rentals	671	Bldgs & Other Structures R&M Supp	$328.52

AI-31257 **2. G.**

CC CONSENT

Meeting Date: 03/06/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-10-340-013-2-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/01/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 03:37 PM
Ana Galvan	Ana Galvan	03/01/2012 08:21 AM
Auditor's Office	Arcilia Duran	03/01/2012 12:42 PM

Form Started By: Mike Escaname Started On: 02/28/2012 03:15 PM

Final Approval Date: 03/01/2012

Date: February 28, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-10-340-013-2- CPH BIO PREP
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)
2-1293-441-10-340-013-2-581	TRAVEL IN COUNTY	2-1293-441-10-340-013-2-583	TRAVEL OUT OF COUNTY
2-1293-441-10-340-013-2-601	OFFICE & COMPUTER SUPPLIES	2-1293-441-10-340-013-2-583	TRAVEL OUT OF COUNTY
2-1293-441-10-340-013-2-413	ELEC SURVEILL & SECURITY	2-1293-441-10-340-013-2-583	TRAVEL OUT OF COUNTY
			Amount

Reason: Line item transfer needed to fund anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AMOUNT	
$	1,020.00
$	538.15
$	420.00
$	1,978.15

AI-31165 **2. H.**

CC CONSENT

Meeting Date: 03/06/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-22-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 10:53 AM
JC Carreon	JC Carreon	02/22/2012 02:02 PM
Auditor's Office	Arcilia Duran	02/28/2012 05:05 PM

Form Started By: Mike Escaname Started On: 02/22/2012 10:38 AM

Final Approval Date: 02/28/2012

Date: February 22, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 2-1100-441-00-340-001-0 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
2-1100-441-00-340-001-0-609	HEALTH ADM-AGRI & LANDSC	2-1100-441-00-340-001-0-780	HEALTH ADM-CAPITAL LEASE	$ 300.00
			Amount	$ 300.00

Revenue Account
Amount Requested: $ 300.00

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-31167 **2. I.**

CC CONSENT

Meeting Date: 03/06/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-22-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 10:55 AM
JC Carreon	JC Carreon	02/22/2012 02:05 PM
Auditor's Office	Arcilia Duran	02/28/2012 05:04 PM

Form Started By: Mike Escaname Started On: 02/22/2012 10:51 AM

Final Approval Date: 02/28/2012

Date: February 22, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 2-1100-441-00-340-003-0 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
2-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & CO	2-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP&VEH	$ 1,000.00
			Amount	$ 1,000.00

Revenue Account
Amount Requested: $ 1,000.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-31177 **2. J.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1284-421-00-280-070-2-XXX

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

BUDGETARY IMPACT:

Funds are available as of 2/22/12.

No local match is required.

Attachments

LIT Stonegarden FY 2009

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/22/2012 03:50 PM
Budget & Management	Merlen P. Munoz	02/24/2012 03:22 PM
Ana Galvan	Ana Galvan	03/01/2012 08:08 AM
Auditor's Office	Arcilia Duran	03/01/2012 12:40 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 02/22/2012 03:19 PM

Final Approval Date: 03/01/2012

DATE: February 22, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Stonegarden FY 2009

ACCOUNT NUMBER: 2-1284-421-00-280-070-2-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
2-1284-421-00-280-070-2-	260 - Worker's Compensation	→	2-1284-421-00-280-070-2-	230 - Retirement	184.79
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$184.79

REASON: To cover shortage in retirement fringe for City of Alamo.

Emilia Iriegas

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___

DATE

ATTEST COUNTY CLERK

AI-31224 **2. K.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1284-421-00-280-072-2-XXX

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

BUDGETARY IMPACT:

Funds are available as of 2/29/12.

No local match is required.

Attachments

LIT Stonegarden Mercedes

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/24/2012 03:14 PM
Budget & Management	Merlen P. Munoz	02/29/2012 01:22 PM
JC Carreon	JC Carreon	02/29/2012 03:00 PM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 02/24/2012 02:45 PM

Final Approval Date: 03/02/2012

DATE: February 24, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Stonegarden FY 2009

ACCOUNT NUMBER: 2-1284-421-00-280-072-2-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
2-1284-421-00-280-072-2-	260 - Worker's Compensation	→	2-1284-421-00-280-072-2-	230 - Retirement	474.15
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$474.15

REASON: To cover shortage in retirement fringe for City of Mercedes.

Emilia Vriesa

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-31145 **2. L.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office Adult Detention Facility (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1100-423-21-280-002-0

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

BUDGETARY IMPACT:

Funds available as of 02/23/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/21/2012 11:55 AM
Budget & Management	Merlen P. Munoz	02/22/2012 04:11 PM
Ana Galvan	Ana Galvan	02/23/2012 01:48 PM
Auditor's Office	Arcilia Duran	02/28/2012 05:12 PM

Form Started By: Virginia Rodriguez Started On: 02/21/2012 11:34 AM

Final Approval Date: 02/28/2012

DATE: FEBRUARY 21, 2012

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
2-1100-423-21-280-002-0-	607-HOUSEHOLD & JANITORIAL SUPPLIES	2-1100-423-21-280-002-0-	609-AGRICULTURAL & LANDSCAPING SUPPLIES	800.00

AI-31171 **2. M.**

CC CONSENT

Meeting Date: 03/06/2012

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

Department: J.P. 1, 1

Information

CAPTION

2012 - J.P. 1/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-061-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-22-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 02:24 PM
JC Carreon	JC Carreon	02/22/2012 03:37 PM
Auditor's Office	Arcilia Duran	02/28/2012 04:48 PM

Form Started By: Angela Garcia Started On: 02/22/2012 01:43 PM

Final Approval Date: 02/28/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 02/22/12

DEPARTMENT HEAD: JUDGE GILBERTO SAENZ

DEPARTMENT NAME: J.P. 1-1

ACCOUNT NUMBER: 2-1100-412-00-061-001-0-XXX

CONTACT PERSON: EUSTOLIA HERNANDEZ

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	584	REGISTRATION FEES	150.00
890	OTHER	583	OUT OF COUNTY TRAVEL	550.00
890	OTHER	780	CAPITAL LEASES	200.00
			TOTAL	900.00

REASON: NEED MONEY FOR JUDGES TRAVEL AND FOR RENTAL OF COPIER

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-31128 **2. N.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: Joanna Guerra Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - CCL 5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-025-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/17/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/17/2012 10:44 AM
Ana Galvan	Ana Galvan	02/23/2012 01:44 PM
Auditor's Office	Arcilia Duran	02/23/2012 01:49 PM

Form Started By: Sylvia Solis Started On: 02/17/2012 09:22 AM

Final Approval Date: 02/23/2012

DATE: February 17, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

ACCOUNT NUMBER: 2-1100-412-00-025-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	780	CAPITAL LEASES	400.00
			TOTAL	400.00

REASON:
Intradepartmental Transfer to fund Xerox lease expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31172 **2. O.**

CC CONSENT

Meeting Date: 03/06/2012

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

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-22-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 04:12 PM
JC Carreon	JC Carreon	02/22/2012 04:25 PM
Auditor's Office	Arcilia Duran	03/01/2012 03:55 PM
JC Carreon	JC Carreon	03/01/2012 03:57 PM

Form Started By: Jr. Munoz Started On: 02/22/2012 02:43 PM

Final Approval Date: 03/01/2012

DATE: 03/05/12 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

ACCOUNT NUMBER: 2-1100-452-00-124-009-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	Other	619	Other Misc Supplies	500.00
890	Other	601	Office & Computer Supplies	3,000.00
890	Other	661	Minor Office Furniture & Equip.	6,000.00
			TOTAL	9,500.00

REASON:

To cover daily operations of the precinct.

DEPARTMENT HEAD SIGNATURE

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

AI-31166 **2. P.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: NANCY PONCE Submitted By: Nancy Ponce, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2012 - Constable Pct 4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Available Balance as of 02/22/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 10:54 AM
Ana Galvan	Ana Galvan	02/23/2012 02:04 PM
Auditor's Office	Arcilia Duran	03/01/2012 03:36 PM

Form Started By: Nancy Ponce Started On: 02/22/2012 10:45 AM

Final Approval Date: 03/01/2012

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 22, 2012

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 2-1100-421-00-294-001-0-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**
619	OTHER MISC SUPPLIES	811	LICENSES & PERMITS	$ 70.00
			TOTAL	**$ 70.00**

REASON: TRANSFER NEEDED TO PAY OUT A SEPARATION OF EMPLOYEE AND TCLEOSE FEES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-31181 **2. Q.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: NANCY PONCE Submitted By: Nancy Ponce, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2012 - Constable Pct 4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 02/23/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 08:15 AM
JC Carreon	JC Carreon	02/23/2012 09:58 AM
Auditor's Office	Arcilia Duran	02/28/2012 04:35 PM

Form Started By: Nancy Ponce Started On: 02/22/2012 04:20 PM

Final Approval Date: 02/28/2012

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 22, 2012

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 2-1100-421-00-294-001-0-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**
619	OTHER MISC SUPPLIES	811	LICENSES & PERMITS	$ 25.00
			TOTAL	**$ 25.00**

REASON: TRANSFER NEEDED TO PAY TCLEOSE FEES FOR DEPUTY JOAQUIN VASQUEZ

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-31297 **3. A.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: Noe Montez Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT-CR825(MILE 2W) (1315):
Approval of 2012 interdepartmental transfer from TXDOT-FM493(US83-MILE10N) into TXDOT-CR825(MILE 2W) in the amount of $6,000.00 to fund title reports.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1315-431-X0-121-04X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 3/1/12.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 10:39 AM
Sylvia Solis	Sylvia Solis	03/01/2012 01:30 PM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Erika Zamora Started On: 03/01/2012 10:00 AM

Final Approval Date: 03/02/2012

DATE: March 6, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct 1-TXDOT-FM 493(US83-Mile 10N)

ACCOUNT NUMBER: 2-1315-431-X0-121-04X-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			
2-1315-431-00-121-043-0- 841	TXDOT-FM493(US83-MILE10N)	AID TO GOVT AGENCY	(6,000.00)
TO			
2-1315-431-30-121-045-0- 711	TXDOT-CR825(MILE 2W)	ROW	6,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund title reports, policies, appraisals and row acquisition. Refer to AI-31236

SIGNATURE

COMMISSIONERS COURT

____/____/____

DATE

ATTEST, COUNTY CLERK

AI-31301 **3. B.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: Monica Badillo Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Tropical Tx Center MHMR (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm-Contingency to Tropical Tx Center MHMR in the amount of $41,078.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-00-1X5-0XX-0-8XX

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

BUDGETARY IMPACT:

Co Wide Admin.- Contingency
Funds available as of 3/1/12.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 11:08 AM
Rosalinda Cantu	Rosie Cantu	03/01/2012 03:45 PM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Erika Zamora Started On: 03/01/2012 10:47 AM

Final Approval Date: 03/02/2012

DATE: March 6, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Tropical TX Center MHMR

ACCOUNT NUMBER: 2-1100-4XX-00-1X5-0XX-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			
2-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(41,078.00)
TO			
2-1100-444-00-125-016-0- 841	TROPICAL TX CENTER MHMR	AID TO GOVT AGENCY	41,078.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund a portion of the Tropical Texas Behavioral Health for FY 2012 county allocation of required local match in accordance with Texas Health & Safety Code Section 534.066.**

SIGNATURE

COMMISSIONERS COURT

____/____/____

DATE

ATTEST, COUNTY CLERK

AI-31194 **4. 0.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: ELECTIONS DEPT.

Information

CAPTION

2012- Elections Department (1283)

BACKGROUND

HAVA Program Income
2-1283-414-00-130-016-8-XXX

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1283-414-00-130-016-8-XXX

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

BUDGETARY IMPACT:

336 --> 748 $0.40
Available balance as of 02/23/12

Attachments

2012 HAVA Program Income LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 12:58 PM
Ana Galvan	Ana Galvan	02/23/2012 03:51 PM
Budget & Management	Merlen P. Munoz	02/23/2012 12:58 PM
Ana Galvan	Ana Galvan	02/23/2012 03:51 PM
Auditor's Office		

Form Started By: Veronica Lopez Started On: 02/23/2012 11:54 AM

AI-31203 **4. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2012 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/02/2012.

Attachments

R-2_31203_3-13-2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 03:19 PM
Ana Galvan	Ana Galvan	03/01/2012 10:33 AM
Auditor's Office	Angela Garcia	03/01/2012 03:09 PM
Ana Galvan	Ana Galvan	03/01/2012 04:24 PM
Ana Galvan	Ana Galvan	03/02/2012 03:46 PM

Form Started By: Edna Kirby Started On: 02/23/2012 03:04 PM

Final Approval Date: 03/02/2012

AI-31321 **4. 0.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct.2 San Juan CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-466-00-122-018-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $5,000.00 as of 3/02/2012
From 890 ---> 550 $1,000.00
From 890 ---> 664 $550.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:01 PM
JC Carreon	JC Carreon	03/02/2012 01:17 PM
Budget & Management	Merlen P. Munoz	03/02/2012 01:01 PM
JC Carreon	JC Carreon	03/02/2012 01:17 PM
Auditor's Office		

Form Started By: Yolanda Cisneros Started On: 03/02/2012 11:13 AM

AI-31319 **4. 0.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 Rd Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of 323,914.16 as of 3/02/2012

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:00 PM
JC Carreon	JC Carreon	03/02/2012 01:12 PM
Budget & Management	Merlen P. Munoz	03/02/2012 01:00 PM
JC Carreon	JC Carreon	03/02/2012 01:12 PM
Auditor's Office		

Form Started By: Yolanda Cisneros Started On: 03/02/2012 11:08 AM

AI-31323 **4. 0.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct.2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $37,618.33 as of 3/02/2012
From 672 ----> 343 $2,000
From 672 ----> 532 $200
From 672 ----> 613 $200

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:02 PM
JC Carreon	JC Carreon	03/02/2012 01:20 PM
Budget & Management	Merlen P. Munoz	03/02/2012 01:02 PM
JC Carreon	JC Carreon	03/02/2012 01:20 PM
Auditor's Office		

Form Started By: Yolanda Cisneros Started On: 03/02/2012 11:18 AM

AI-31248 **4. 0.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: ELECTIONS DEPT.

Information

CAPTION

2012- Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

336 --> 661 $11,309.59

Available balance as of 02/28/12

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 12:55 PM
Ana Galvan	Ana Galvan	03/01/2012 10:35 AM
Budget & Management	Merlen P. Munoz	02/28/2012 12:55 PM
Ana Galvan	Ana Galvan	03/01/2012 10:35 AM
Auditor's Office		

Form Started By: Veronica Lopez Started On: 02/28/2012 11:23 AM

AI-31329 **4. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Lydia Barrientes Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY COURT #3 (PROBATE)

Information

CAPTION

2012 - Probate Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-023-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/02/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 02:13 PM
Ana Galvan	Ana Galvan	03/02/2012 04:21 PM
Budget & Management	Merlen P. Munoz	03/02/2012 02:13 PM
Ana Galvan	Ana Galvan	03/02/2012 04:21 PM
Auditor's Office		

Form Started By: Angela Garcia Started On: 03/02/2012 01:56 PM

AI-31287 **4. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2012 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3-1-12

Attachments

L.I.T. 2.29.12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 08:06 AM
JC Carreon	JC Carreon	03/01/2012 08:27 AM
Budget & Management	Merlen P. Munoz	03/01/2012 08:06 AM
JC Carreon	JC Carreon	03/01/2012 08:27 AM
Auditor's Office		

Form Started By: Stephanie Palacios Started On: 02/29/2012 03:54 PM

AI-31192 **4. 0.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2012 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-23-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 11:32 AM
JC Carreon	JC Carreon	02/23/2012 11:38 AM
Budget & Management	Merlen P. Munoz	02/23/2012 11:32 AM
JC Carreon	JC Carreon	02/23/2012 11:38 AM
Auditor's Office		

Form Started By: Yolanda Orozco Started On: 02/23/2012 10:40 AM

AI-31190 **4. 0.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-006-2-XXX

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

BUDGETARY IMPACT:

RLSS-LPHS-

Funds available in corresponding object codes. See attached projections report.

Attachments

LIT

projections report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/23/2012 11:32 AM
Rosalinda Cantu	Rosie Cantu	03/01/2012 04:35 PM
Budget & Management	Merlen P. Munoz	02/23/2012 11:32 AM
Rosalinda Cantu	Rosie Cantu	03/01/2012 04:35 PM
Auditor's Office		

Form Started By: Mike Escaname Started On: 02/23/2012 09:37 AM

DATE: **February 23, 2012**

2012
Transfer

AI- 31194

DEPARTMENT HEAD: **Yvonne Ramon**

DEPARTMENT NAME: **Elections Department**

ACCOUNT NUMBER: **2-1283-414-00-130-016-8-XXX**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
336	HAVA Program Income- Comp Services	748	HAVA Program Income- Other Equip	0.40
			TOTAL	**0.40**

REASON:
Transfer needed for refurbished Ivo/ADA purchase (see PO # 666260).

Approved by

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: February 29, 2012

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

ACCOUNT NUMBER: 2-1100-412-00-090-001-0-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**
550	Printing & Binding	671	Bldg. & Other Structure R&M Supplies	$351.25
			TOTAL	**$351.25**

REASON: **Transfer monies to the correct object code to cover expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

DATE: March 13, 2012

DEPARTMENT HEAD: HON. ISRAEL RAMON

DEPARTMENT NAME: 430TH DISTRICT COURT

ACCOUNT NUMBER: 2-1100-412-00-010-001-0-XXX

CONTACT PERSON: MARICELA SALINAS

Budget **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 Chapter 111, Subchapter C.

FROM		**TO**	
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**
890	**Other**	**601**	**Office & Computer Supplies**
			TOTAL

REASON: Transfer is needed to office & computer supplies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

Government Code,

AMOUNT
1,500.00
1,500.00

:C DATE

:OUNTY CLERK

DATE: March 2, 2012

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
San Juan CRC Department

ACCOUNT NUMBER: 2-1100-466-00-122-018-0-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	550	PRINTING & BINDING	$1,000.00
890	OTHER	664	OTHER MINOR EQUIPMENT	$550.00

DATE: **March 13, 2012**

DEPARTMENT HEAD: **Renan Ramirez**

DEPARTMENT NAME: **Information Technology Dept.**

ACCOUNT NUMBER: **2-1100-415-00-200-002-0-XXX**

SUBJECT: **Intradepartmental Transfer/s (increase/decrease)**

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 CODE DESCRIPTION	**TO** OBJECT CODE	OBJECT CODE DESCRIPTION	**AMOUNT**
336	COMPUTER SERVICES	534	INTERNET SERVICES	$ 4,000.61
812	SOFTWARE LICENSE RENEWAL	320	PROFESSIONAL SERVICES	$ 7,217.00
442	EQUIPMENT & VEHICLE RENTALS	780	CAPITAL LEASES	$3,002.44
			TOTAL	**$14,220.05**

REASON: **Tranfer monies to cover expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

DATE: February 28, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 2-1100-414-00-130-001-0-XXX

2012
Transfer

AI- 31248

COUNTY ELECTIONS ADMINISTRATOR
HIDALGO COUNTY, TEXAS

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
336	Elections Department- Comp Srv	661	Elections Dept- Minor Office Furn & Equip	$11,309.59
336	Elections Department- Comp Srv	679	Elections Dept- Other R&M Supplies	$1,500
336	Elections Department- Comp Srv	619	Elections Dept- Other Misc Supplies	$300.00
			TOTAL	$13,109.59

REASON:
Transfer needed for 2011 purchase order causing a negative and other 2012 expenses.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

RLSS / LPHS FY 12

GRANT ENDING 08/31/2012

Projection of Salaries and Fringes for the remainder of the RLSS/LPHS FY 12 period ending 08/31/12

		*COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 2/23/2012	ANTICIPATED SURPLUS (DEFICIT)
Salaries-F/T	113	$ 2,268.85	14.5	$ 32,898.33	$ 40,120.29	$ 7,221.97
Sub-Total Pay						**$ 7,221.97**
Health Insurance	211	$ 297.31	15	$ 4,459.65	$ 4,295.23	$ (164.42)
Life Insurance	212	$ 3.86	6	$ 23.16	$ 28.79	$ 5.63
Fica	220	$ 167.89	14.5	$ 2,434.41	$ 3,127.81	$ 693.41
Retirement	230	$ 225.73	14.5	$ 3,273.09	$ 3,819.70	$ 546.62
Unemployment Comp.	250	$ 11.35	14.5	$ 362.43	$ 516.43	$ 154.01
Worker's Comp	260	$ -	0	$ -	$ 832.00	$ 832.00
Sub-Fringes						**$ 2,067.24**
		$ 2,974.99		**$ 43,451.05**	**$ 52,740.25**	**$ 9,289.20**

Notes:

Health Insurance is paid twice per month.

Life Insurance is paid once per month.

Pay Periods Remaining at 02/24/12:

1	pp 5	3/9/2012
2	pp 6	3/23/2012
3	pp 7	4/5/2012
4	pp 8	4/20/2012
5	pp 9	5/4/2012
6	pp 10	5/18/2012
7	pp 11	6/1/2012
8	pp 12	6/15/2012
9	pp 13	6/29/2012
10	pp 14	7/13/2012
11	pp 15	7/27/2012
12	pp 16	8/10/2012
13	pp 17	8/24/2012
14	pp 18	9/7/2012
15	pp 19	9/21/2012 5 days only

Prepared by Mike Escaname
Health Human Services Dept.
02/23/2012

AI-31283 **4. 0. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2012 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/01/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 02:05 PM
Ana Galvan	Ana Galvan	03/01/2012 11:27 AM
Budget & Management	Merlen P. Munoz	02/29/2012 02:05 PM
Ana Galvan	Ana Galvan	03/01/2012 11:27 AM
Auditor's Office		

Form Started By: Nielda Cavazos Started On: 02/29/2012 01:44 PM

AI-31216 **4. 0. 0.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #3

Information

CAPTION

2012 - Pct #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-24-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/24/2012 10:58 AM
JC Carreon	JC Carreon	02/24/2012 11:55 AM
Budget & Management	Merlen P. Munoz	02/24/2012 10:58 AM
JC Carreon	JC Carreon	02/24/2012 11:55 AM
Auditor's Office		

Form Started By: Norma Ceballos Started On: 02/24/2012 09:48 AM

DATE: **January 23, 2012**

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

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **2-1100-415-18-160-001-0-XXX**

SUBJECT: **Intradepartmental Transfer/s (increase/decrease)**

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**
601	OFFICE & COMPUTER SUPPLIES	442	EQUIP & VEHICLE RENTALS	**$25.00**
			TOTAL	**$25.00**

REASON: **Transfer need to pay outstanding 2011 invoice for valley bottle water.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

DATE: February 24, 2012

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 2-1100-432-00-123-001-0

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

Government Code,
Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
421	Pct #3 Sanitation - Disposal	532	Pct #3 Sanitation- Wireless Devices	$ 3,200.00
			TOTAL	$ 3,200.00

REASON: To cover expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

.TTEST COUNTY CLER

AI-31272 **4. A.**

CC CONSENT

Meeting Date: 03/06/2012

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 03-06-12

Pct 2 & 4 Water Service Availability 03-06-12

Pct 2 & 4 Cert Plat & Utility Status 03-06-12

Pct 3 Cert Plat & Utility Status 03-06-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 01:23 PM
Olga Garza	Olga Garza	02/29/2012 03:54 PM
Auditor's Office	Arcilia Duran	03/01/2012 05:00 PM

Form Started By: Irma Castillo Started On: 02/29/2012 12:57 PM

Final Approval Date: 03/01/2012

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	VANESSA CASTILLO	1-8685
2.	JACQUELINE CASTILLO	1-8678
3.	JAVIER F. REYES	1-8674
4.	EMMA E. QUINTERO ROBLES	1-8663
5.	ELVA A. RAMIREZ	1-8664
6.	ALEJANDRO ZUNIGA JR.	1-8530
	COMM. COURT:MARCH 6, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8685

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: Vanessa Castillo

Address: 8424 Trimble Ave
Monte Alto TX
78538

Phone: 355-3881

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Ursla Ridge Acres Lot #3 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/6/09);

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

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

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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956-973-7850

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

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

Precinct ① 2 3 4

Application No: 1-8085

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: Vanessa Castillo

Address: 8424 Trimble Ave
Mond Alto TX 78538

Phone: 355-3881

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

Vista Ridge Acres lot # 3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Vanessa Castillo — Requesting Party (Signature)
2-27-12 — 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:

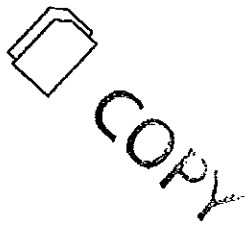
2/28/12
Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 17, 2012

Grantor: Jack McClelland
Grantor's Mailing Address:
2614 W. Freddy Gonzalez
Edinburg, Texas 78539



Grantee: Agustin Castillo and Vanessa Castillo

Grantee's Mailing Address (including county):
8424 Trimble
Monte Alto, Texas 78538
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Eight Thousand Dollars and No Cents ($28,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 3, Vista Ridge Acres Subdivision, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 20, 2009, 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 2004719. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Vista Ridge Acres Subdivision, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and 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.

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.

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.

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of January, 2012, by Jack McClelland.

Notary Public, State of Texas

NORMA PRICE
Notary Public
STATE OF TEXAS
My Comm. Exp. 4-22-2015

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8685
Feb. 27, 2012

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

V4348-00-000-0003-00

[1] OWNER: CASTILLO, VANESSA

P.O BOX 2403
ELSA, TX 78542
Telephone No. 355-3881

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,126 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
VISTA RIDGE ACRES LOT#3

LOCATION: 0 FM 88 & MONTECRISTO

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $16,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBAKS & REG.
FRONT 25' REAR 45' SIDES 6' FINISH FLOOR ELEV
18" ABOVE CENTERLINE OF ST.

Prepared by — Date: 2/29/12

Jonathan Estalro — Approved by — Date: 2/15/12

x Vanessa Castillo — Signature of Owner or Applicant — Date: 2-27-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 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.

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: 1-8678

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Jacqueline Castillo

Address: 16783 E. FM 490
Edinburg, TX 78542

Phone: (956) 624-8785

Water Supplier: NAWSC

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

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

regarding the land described as: Cantana Acres #7 lot #39,

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2/2/12);

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 Pegina);

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-8678

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: Jacqueline Castillo

Address: 16783 E. FM 490

Edinburg, Tx 78542

Phone: (956) 624-8785

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

Lantana Acres #7 lot# 39

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jacqueline Castillo — Requesting Party (Signature)

2-24-12 — 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:

2/28/09 — **Date**

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: February 18, 2012

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

Grantee: Francisco Javier Sanchez and Jacqueline castillo

Grantee's Mailing Address (including county):
PO Box 412
Hargill, Texas 78549
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Six Thousand Dollars and No Cents ($26,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 39, Lantana Acres No. 7 Subdivision, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2277625

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated April 27, 2011, 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 2206582. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Lantana Acres No. 7 Subdivision, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2277625; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and 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.

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.

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.

The Three Grandes, Ltd., a Texas Limited Partnership

BY: El Guy Loco, L.L.C. a Texas Limited Liability Company

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 14 day of February, 2012, by Richard W. Ruppert, President of El Guy Loco, L.L.C., a Texas Limited Liability Company in it's capacity as General Partner of The Three Grandes, Ltd., a Texas Limited Partnership on behalf of said Limited Partnership..

Ana Vandever
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Ana I Vandever
My Commission Expires
05/20/2015

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8678
Feb. 24, 2012

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

L2845-07-000-0039-00

[1] OWNER: SANCHEZ, FRANCISCO J.
CASTILLO, JACQUELINE
P.O BOX 412
HARGILL, TX 78549
Telephone No. 624-8785

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES #7 LOT#39

LOCATION: 0 JESUS FLORES & FM 2812

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 50' REAR 35' NORTH SIDE 6' SOUTH SIDE 20'
FINISH FLOOR ELEV. 18" ABOVE CENTERLINE OF ST.

Prepared by — Date: 2/24/12

Jonathan Iruba — Approved by — Date: 2/23/12

Signature of Owner or Applicant — Date: 2-24-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER: _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0850 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.

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: 1-8679

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Jaudy f Reyes

Address: P.o Box 718
Elsa Tx 78543

Phone: 956 456 4214

Water Supplier: N.A.W.S

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

Account/ESI No.: 10032 789 48036 42 75
[✓] Temporary Pole [ ] Permanent Service

regarding the land described as:
Vista Ridge Acres Lot 15

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/6/09);

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

_____
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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956-973-7850

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: 1-8674

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: Javier F Reyes

Address: P.O. Box 718

Elsa Tx 78543

Phone: 956 456 4214

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

Vista Ridge Acres Lot 15

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Javier F Reyes
Requesting Party (Signature)

2/24/12
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:

2/28/12
Date

County Official

EDWARDS ABSTRACT
GF # 77457 MC

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 9, 2012

Grantor: JACK MCCLELLAND, not joined herein by my spouse as the property being conveyed herein does not constitute any part of our homestead.

Grantor's Mailing Address (including county): 2614 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: JAVIER F. REYES, JR.and wife, MARIA A. REYES

Grantee's Mailing Address (including county): P. O. Box 718
Elsa, Texas 78543
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of **FIRST NATIONAL BANK** in the principal amount of **TWENTY-NINE THOUSAND AND NO/100THS DOLLARS ($29,000.00)**. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of **FIRST NATIONAL BANK** and by a first-lien deed of trust of even date from Grantee to **MICHAEL V. MCCARTHY**, Trustee.

Property (including any improvements):

Lot Fifteen (15), VISTA RIDGE ACRES, Hidalgo County, Texas, as per map or plat thereof filed on August 6, 2009, and recorded under Clerk's File No. 2023079, Official Records, and Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas and other minerals, in, on, or under, or that may be produced from the above-described property, together with the right of ingress and egress to, from, and over the Property for the purpose of exploring or developing, and producing the oil, gas and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor hereby reserves for Grantor and Grantor's heirs, successors, and assigns forever, all water in and under and that may be produced from the Property, together with the right of ingress and egress to, from, and over the Property for the purpose of exploring or developing, and producing the water

in and under and that may be produced from the Property. If the water estate is subject to existing production or an existing license, this reservation includes the production, the license, and all benefits from it. Grantor hereby further reserves for Grantor and Grantor's heirs, successors, and assigns forever, all water rights appurtenant to the Property.

Restrictive covenants recorded in CLERK'S FILE NO. 2023079, OFFICIAL RECORDS, AND CLERK'S FILE NO. 2023422, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated January 31, 1968, recorded in Volume 1195, Page 875, Deed Records, dated December 23, 1969, recorded in Volume 1255, Page 147, Deed Records, and dated March 1, 2007, recorded under Clerk's File No. 2007-1738765, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas, and Mineral Lease dated July 31, 1935, recorded in Volume 12, Page 406, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas, and Mineral Lease dated January 6, 1941, recorded in Volume 38, Page 441, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Reservation of water rights and/or other rights if any, as set forth in Special Warranty Deed with Vendor's Lien dated February 17, 2011, recorded under Clerk's File No. 2187744, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement for RIGHT OF WAY granted to CENTRAL POWER AND LIGHT COMPANY, as set forth in instrument recorded in Volume 325, Page 359, Deed Records, Hidalgo County, Texas, and modified by instrument recorded in Volume 1716, Page 64, Deed Records, Hidalgo County, Texas.

Water/Sewer Service Agreement dated July 7, 2009, between NORTH ALAMO WATER SUPPLY CORPORATION and JACK MCCLELLAND, recorded under Clerk's File No. 2013723, Official Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of Engelman Irrigation District.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Easements, or claims of easements, which are not recorded in the public records.

Taxes for the year 2012 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, 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 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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from, Conveyance 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 will become absolute.

FIRST NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and the superior title to the Property are retained for the benefit of **FIRST NATIONAL BANK** and are transferred to **FIRST NATIONAL BANK**, without recourse against Grantor.

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

JACK MCCLELLAND

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 10th of January, 2012, by JACK MCCLELLAND.

NORMA L. CANO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-28-2014

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
JAVIER F. REYES, JR.and wife, MARIA A. REYES
P. O. Box 718
Elsa, Texas 78543

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539
GF#: 774157; NLC:bc

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8674
Feb. 24, 2012

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

V4348-00-000-0015-00

[1] OWNER: REYES, JAVIER F.
REYES, MARIA A.
8734 VISTA RIDGE DR.
ELSA TX 78543
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,222 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
VISTA RIDGE ACRES LOT 15

LOCATION: 0 FM 88 & MILE 19

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $8,000

[11] SPECIAL FLOOD HAZARD AREA: ___YES _✓_NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:45' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP CENTERLIN OF ST. 18"

Prepared by — Date: 2/24/12

Approved by — Date: 2/23/12

Signature of Owner of Applicant — Date: 2/24/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 C Pct: 1

Community No.: 480324

Certification of Elevation
Required: ___YES _✓_NO ___BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8663

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: Emma E. Cumberg Pobles

Name: Karina Gonzalez G.

Address: 1804 Guadalajara st Donna Tx 78537

Phone: 956 7840743

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

Water Supplier: UTA

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

Account/ESI No.: 65500200313701 0

[X] Temporary Pole [ ] Permanent Service

10032789401541195

regarding the land described as: La Frontera STATES III Lot 73,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/1/09);

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

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

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

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

_____ _____ _____

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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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 ①2 3 4

Application No: 1-8643

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: Emma G. Quintero Robles c/o

Name: Karina Gonzalez G.

Address: 1804 Guadalajara St

Donna Tx 78537

Phone: 956 7840743

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

La Frontera Estates #3 lot # 73

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Emma E. Quintero P. 02/27/12
Requesting Party (Signature) 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:

2/28/12
Date

County Official

DEED OF TRUST



COPY

Date: April 23, 2009

Grantor: Emma Elena Quintero Robles and Nayeli Caballero Quintero
Grantor's Mailing Address (including county):
1300 Ware Road, #68
McAllen, Texas 78501
Hidalgo County, Texas

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

Beneficiary: Rio Valley Properties, Inc., a Texas Corporation
Beneficiary's Mailing Address:

P.O. Box 936
Donna, Texas 78537

Note:
Date: April 23, 2009
Amount: Twenty-Seven Thousand and 0/100 Dollars ($27,000.00)
Maker: Emma Elena Quintero Robles and Nayeli Caballero Quintero
Payee: Rio Valley Properties, Inc., a Texas Corporation

Property (including any improvements):

Lot(s) 73, La Frontera Estates Phase III, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 1984899.

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 26, 2008, payable to the order of Rio 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 1926150. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of La Frontera Estates Phase III, as shown on the plat thereof, recorded in 1984899, Map records of Hidalgo County, Texas; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

Grantor and Beneficiary covenant and agree as follows:

1. Payment. Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

Emma Elena Quintero Robles

Nayeli Caballero Quintero

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 20th day of April, 2009, by Emma Elena Quintero Robles.

LAURA RIPLOW NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-21-2012

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 20th day of April, 2009, by Nayeli Caballero Quintero.

LAURA RIPLOW NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-21-2012

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Rio Valley Properties, Inc.
P.O. Box 936
Donna, Texas 78537

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

ReMerge-It

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8663
Feb. 21, 2012

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

F7550-03-000-0073-00

[1] OWNER: ROBLES, EMMA

1714 GUADALAJARA ST.
DONNA, TX 78537
Telephone No. 381-6480

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: REST. ZONE B-44

[7] LEGAL DESC./NAME OF SUBDIVISION
LA FRONTERA EST. #3 LOT #73

LOCATION: 0 VALVERDE & MOORE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:35' SIDE:7' SIDE:7'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by _____ Date 2/14/12

Approved by _____ Date 2/14/12

Signature of Owner or Applicant _____ Date 02-21-12.

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 480324

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-8664

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Elva Amelia Ramirez.

Address: 6736 N FM 88 #18
Weslaco, Tx 78596.

Water Supplier: North Alamo Water Supply Corporation.

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

Phone: 956-756-7836.

Account/ESI No.: 118063-002

[X] Temporary Pole [ ] Permanent Service

regarding the land described as:
X Lot 162, Cielo Azul Subdivision Unit #5.

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 02/24/04);

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct ① 2 3 4

Application No: 1-8664

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: Elva Amelia Ramirez.

Address: 6736 N. FM 88 # 18
Weslaco, TX 78596.

Phone: 956.756-78-36 cell.

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

Lot 162, Cielo Azul Subdivision Unit #5

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Elva Amelia Ramirez — Requesting Party (Signature)
2-23-12. — 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:

2/28/12
Date

County Official

COPY

WARRANTY DEED WITH VENDOR'S LIEN

DATE: February 15, 2012

GRANTOR : Cielo Azul Partnership

GRANTOR'S MAILING ADDRESS: 4209 North 22nd Street
McAllen, Hidalgo County, Texas 78504

GRANTEE: Inocencio Hinojosa and Elva Amelia Ramirez

GRANTEE'S MAILING ADDRESS: 5816 Azul Street
Mercedes, Texas 78570

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Thirty thousand Five hundred and NO/100 Dollars ($30500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY (including any improvements):

Lot One hundred Sixty-Two (162), Cielo Azul Subdivision Unit No. 5, Hidalgo County, Texas, according to the map and plat of record in Volume 44, Page 128-130, Map Records of HIDALGO County, Texas;

RESERVATIONS FROM CONVEYANCE:

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

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2012 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

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

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

Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

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

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

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

Cielo Azul Partnership

BY: _____

Harold D. Munal Partner

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 15th day of February, 2012 by Harold D. Munal Partner

ANGELICA HERNANDEZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 08-21-2012

_____

Notary Public, State of Texas

Notary's name (printed) :

Notary's commission expires :

BUYER'S ACCEPTANCE OF DEED
02-15-2012

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

_____ Elva Amelia Ramirez

AFTER RECORDING RETURN TO :
Harold Munal
4209 North 22nd Street
McAllen, Texas 78504

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8664
Feb. 21, 2012

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

C4435-05-000-0162-00

[1] OWNER: RAMIREZ, AMELIA
HINOJOSA, INOCENCIO
6736 N. FM 88 LOT 18
WESLACO TX 78596
Telephone No. 756-6836

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 780 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
CIELO AZUL UT 5 LOT 162

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
__✓__NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:40' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18'

Prepared by — Date 2/21/12

Approved by — Date 2/21/12

Signature of Owner or Applicant — Date 2-21-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 045 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.

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: 1-8530

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Alejandro Zuniga

Address: [redacted]
5106 Valverde Rd

Phone: 956-522-3769

Water Supplier: _____

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

Account/ESI No.: 261795-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Val Verde Heights lot #36,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/07/92);

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 Reema);

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8530

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: Alejandro Zuniga Jr.

Address: 5106 valverde rd

Phone: 956-522-3769

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

Val Verde Heights lot # 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

Alejandro Zuniga Jr. 2-27-12
Requesting Party (Signature) 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:

2/28/12
Date

County Official

Doc-2259900

SIERRA TITLE
CLOSER LG GF# 3143995

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: **November 5, 2011**

Grantor: **SANDRA ALCANTAR and husband, THOMAS ALCANTAR**

Grantor's Mailing Address: **487 Monterey Drive**
Alamo, Texas 78516
Hidalgo County

Grantee: **ALEJANDRO ZUNIGA, JR., a single man**

Grantee's Mailing Address: **5008 Luis Ibarra Jr. St.**
Donna, Texas 78537
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.**

Property (including any improvements):

Lot 36, VALVERDE HEIGHTS SUBDIVISION, an Addition to the City of Donna, Hidalgo County, Texas, according to map thereof recorded in Volume 27, Page 133, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. **Restrictions recorded in Volume 3237, Page 616, Official Records of Hidalgo County, Texas, and as shown on plat recorded in Volume 27, Page 133, Map Records of Hidalgo County, Texas**
2. **Right-of-Way Easement granted by North Alamo Water Supply Corp., by instrument dated April 2, 1992, recorded in Volume 3251, Page 451, Official Records of Hidalgo County, Texas.**
3. **A ten foot (10') Utility and Irrigation Easement along the East side of subject property as shown on plat recorded in Volume 27, Page 133, Map Records of Hidalgo County, Texas.**
4. **A fifteen foot (15') Utility Easement to North Alamo Water Supply Corp., along the West side of subject property as shown on plat recorded in Volume 27, Page 133, Map Records of Hidalgo County, Texas.**
5. **A fifty foot (50') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 27, Page 133, Map Records of Hidalgo County, Texas.**

6. A six foot (6') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 27, Page 133, Map Records of Hidalgo County, Texas.
7. A twenty foot (20') Minimum Setback Line along the rear of said property as shown on plat recorded in Volume 27, Page 133, Map Records of Hidalgo County, Texas.
8. Oil and Gas Lease dated March 11, 1958, from A. M. Moore to Charles C. Almy recorded in Volume 212, Page 502, Oil and Gas Lease Records of Hidalgo County, Texas.
9. All oil, gas, and other minerals reserved in Deeds recorded in Volume 510, Page 357, Deed Records of Hidalgo County, Texas, and Volume 3240, Page 869, Official Records of Hidalgo County, Texas.
10. All rights, titles, and interests held by Donna Irrigation District, Hidalgo County, No. 1, in and to the canal right-of-way along the West side of said property as described in instrument dated January 28, 1920, from Alamo Land and Sugar Company to Donna Irrigation District, Hidalgo County, No. 1 recorded in Volume 103, Page 592, Deed Records of Hidalgo County, Texas.
11. Taxes for 2011 and subsequent years, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's 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.

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

SANDRA ALCANTAR

THOMAS ALCANTAR

STATE OF TEXAS §
COUNTY OF HIDALGO §

(Acknowledgment)

This instrument was acknowledged before me on this the 21 day of November, 2011, by SANDRA ALCANTAR and THOMAS ALCANTAR.

ANGELIC SERRANO
MY COMMISSION EXPIRES
July 29, 2012

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

BARRY E. JONES
301 S. Texas
Mercedes, Texas 78570
BEJ/#2011-143
O.F. 3143995

PREPARED IN THE LAW OFFICE OF:

BARRY E. JONES

U:\REAL ESTATE\2011 RE Files\Zuniga, Alejandro 11-143\WARRANTY DEED.wpd

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8530
Dec. 21, 2011

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

V2320-00-000-0036-00

[1] OWNER: ZUNIGA , ALEJANDRO JR.
5106 VALVERDE RD.
DONNA TX 78537

Telephone No. 522-3769

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
VALVERDE HEIGHTS LOT 36
C-25

LOCATION: 0 VALVERDE & SIOUX RD.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $25,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG.
FRONT 50' REAR 20' SIDES 6'
18"NATURAL GROUND

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Fidel Cruz (North 50 Feet of Block 24, San Carlos Homesites)	4-11312
2.	Fidel Cruz (South one-half of Blk 23, San Carlos Homesites)	4-11313
3.	Elizabeth Salazar (Lot 42, Rancho Escondido-home since 1959)	N/A
	COMM. COURT: March 6, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-1131 2
02-14-12

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:		@Sanv
Date Approved:	/ /	2/27/12

Name: Fidelcom

Address: 206 N 85 St.
San Carlos
TX 78582

Phone: (956) 739 3883

Water Supplier: Mutt a lamo water supply

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

Account/ESI No.: 10072 7894 6411 9337 8

[ ] Temporary Pole [ ] Permanent Service

02/27/12

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

~~Lt~~ San Carlos Homesites Blk. 24,

[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.

Raul Cavazos

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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956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-11312

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

Fidel Cruz ,

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

210 N. 85th St. San Carlos TX 78542 ."

[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."~~

Fidel Cruz (Signature)

SUBSCRIBED AND SWORN TO before me on February 27th, 2012, to certify which, witnesses my hand and seal of office.

Angelina Rodriguez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ANGELINA RODRIGUEZ
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
09-16-2015

2244720

WARRANTY DEED

Date: September 3, 2011

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 OFR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Grantor: JOSE J. SOLIS
Grantor's Mailing Address (including county): 17850 Sun Meadow Dr. 2007, Dallas, Texas 75852.

Grantor: MARIA SOLIS
Grantor's Mailing Address (including county): 2007 Cartwright St., Irving, Texas 75062.

Grantee: FIDEL CRUZ
Grantee's Mailing Address (including county): 9220 E. Rogers
Edinburg, Texas 78542
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.

Property (including any improvements):
THE NORTH 50 FEET OF BLOCK 24, SAN CARLOS HOMESITES, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 8, PAGE 17, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES; SAVE AND EXCEPT ALL OIL, GAS AND OTHER MINERALS, WHICH HAVE HERETOFORE BEEN RESERVED BY PRIOR GRANTORS

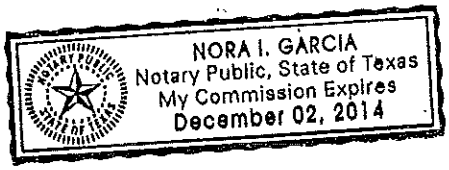
RESERVATION FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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, and assigns against every person whomsoever lawfully claiming and to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

(Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 14th day of September, 2011, by Jose J. Solis and Maria Solis.



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

AFTER RECORDING RETURN TO:

Fidel Cruz
9220 E. Rogers
Edinburg, Texas 78542

PREPARED IN THE LAW OFFICE OF:

Amado Robledo
5200 N. McColl, Ste. 3
McAllen, Texas 78504
Tel: (956) 994-8180
Fax: (956) 994-8194

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11312
Feb. 14, 2012

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

S0550-00-024-0000-01

[1] OWNER: CRUZ, FIDEL

206 N. 85 ST.
EDINBURG, TX. 78542
Telephone No. 739-3883

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[6] USE OF BUILDING: RES.MH.X-20

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN CARLOS HOMESITES N50 X 229
OF BLK 24

LOCATION: 0 107 & 83RD

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $3,000

[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 25' SIDE 6'
18" ABOVE RD.

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$60.00**

Light [ ] Water [ ]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11313

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: Saucr
Inspection/Permit No:		
Date Approved:	1 1	2/27/12

Upon the application of:

Name: Fidel Cruz

Address: 210 N 85 ST
[redacted]
San Carlos
TX 78542

Phone: 956 739 3883

Water Supplier: North alamo water supply corp

Utility Provider: [ ] M.V.E.C. [✓] AEP 02/27/12

Account/ESI No.: 10037 7894 6843 9047

[ ] Temporary Pole [ ] Permanent Service

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

San Carlos Homesites Blk. 23

[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.

Nora A. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: [redacted]

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 Fidel Cruz,

Known to me [*or* proved to me in the oath of _____ *or* through Matricula (*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: 210 N. 85th St. San Carlos TX 78552."

[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."~~

Fidel Cruz (Signature)

SUBSCRIBED AND SWORN TO before me on February 27th, 2012, to certify which, witnesses my hand and seal of office.

Angelina Rodriguez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ANGELINA RODRIGUEZ
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
09-16-2015

2225093

WARRANTY DEED

Date: July 15, 2011

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 OFR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Grantor: CANDELARIO SAENZ

Grantor's Mailing Address (including county): 1424 Sugar Road
Edinburg, Texas 78539
Hidalgo County

Grantee: FIEDEL CRUZ

Grantee's Mailing Address (including county): 9220 E. Rogers
Edinburg, Texas 78542
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.

Property (including any improvements):
THE SOUTH ONE-HALF OF BLOCK TWENTY-THREE (23), IN THE SAN CARLOS HOMEITES, ACCORDING TO THE PLAT OF THE SUBDIVISION THEREOF OF RECORD IN THE MAP RECORDS OF SAID COUNTY, TO WHICH REFERENCE IS HEREBY MASE IN AID OF THESE DESCRIPTION, SAVE AND EXCEPT ALL, OIL, GAS OR OTHER MINERALS IN, ON OR UNDER SAID LOT, AN EASEMENT IS RESERVED OF THE RIGHT TO INSTALL OR CONTRUCT ACROSS SAID LOT ANY NECESSARY PIPE LINES OR DITCHES FOR THE PURPOSE OF COVEYING WATER FOR IRRIGATION OR DOMESTIC PURPOSE TO THE BALANCE OF SAID SUBDIVISION.

RESERVATION FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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, and assigns against every person whomsoever lawfully claiming and to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

(Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §
§

This instrument was acknowledged before me on the 18th day of July, 2011, by
Candelario Saenz.

NORA I. GARCIA
Notary Public, State of Texas
My Commission Expires
December 02, 2014

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

AFTER RECORDING RETURN TO:

Fidel Cruz
9220 E. Rogers
Edinburg, Texas 78542

PREPARED IN THE LAW OFFICE OF:

Amado Robledo
5200 N. McColl, Ste. 3
McAllen, Texas 78504
Tel: (956) 994-8180
Fax: (956) 994-8194

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11313
Feb. 14, 2012

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

S0550-00-023-0000-01

[1] OWNER: CRUZ, FIDEL

210 N. 85ST.
SAN CARLOS, TX. 78542
Telephone No. 739-3883

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[6] USE OF BUILDING: RES X-20

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN CARLOS HOMESITES LOT S1/2
BLK 23

LOCATION: 0 83RD & 107

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $3,500

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 15' SIDES 6'
FINISH FLOOR ELEV. 18' ABOVE GROUND

Prepared by — Date: 2-14-12

Approved by: RUDY RIOS — Date: 2-13-12

Signature of Owner or Applicant: Fidel Cruz — Date: 2/14/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 480339

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-318-2844

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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: N/A

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
	N/A	N/A
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Elizabeth Salazar

Address: 123 Paseo del Sol
Alamo TX 78516

Phone: 956 605 5941

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

Rancho Escondido Lot #42

[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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956-973-7850

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: N/A

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

Antelmo Salazar SALAZAR ,

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

Lot #42 Alamo, TX 123 Paseo Del Sol ."

[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."

Antelmo Salazar (Signature)

SUBSCRIBED AND SWORN TO before me on Feb 27, 2012, to certify which, witnesses my hand and seal of office.

MARIA R. CANTU
Notary Public, State of Texas
My Commission Expires
December 23, 2013

Maria R. Cantu
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Recorded On 2010 Oct 26 As 2149151

GENERAL WARRANTY DEED

2149151

Date: October 14, 2010

Grantor: **ANTELMO SALAZAR and ANDREA C. SALAZAR**

Grantor's Mailing Address:

Antelmo Salazar and Andrea Salazar
123 Paseo Del Sol Dr.
Alamo, Texas 78516
Hidalgo County

Grantee: **ELIZABETH SALAZAR**

Grantee's Mailing Address:

Elizabeth Salazar
123 Paseo Del Sol Dr.
Alamo, Texas 78516
Hidalgo County

Consideration: Ten and No/100th Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): All of Lot 42 (forty two), Rancho Escondido Subdivision, Hidalgo County, Texas, being a 21.55 acre Subdivision out of Lot 8, Block 40, Alamo Land & Sugar Company Subdivision of Porción 72 in Hidalgo County, Texas, Recorded in Volume 22, Page 160 of the Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

A. Rights of Parties in possession.
B. Easements and apparent easements on or across property herein described.
C. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
D. Any and all existing liens and encumbrances as recorded (None).
E. All prior oil, gas and mineral leases of record.
F. Any encumbrances or shortages in existing boundaries.
G. Any zoning restrictions or other restrictions promulgated by any City in which each tract of land is situated.
H. All rights, regulations and liens in favor of the irrigation District in which each tract of land is situated.

Recorded On-2010-Oct-25 As-2149151

Grantor, for the consideration and subject to the Reservations from Conveyance and the 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 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.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Antelmo Salazar

Andrea C. Salazar

Acknowledgment

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before on the 15th day of October, 2010 by **ANTELMO SALZAR.**

LETICIA A RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 28, 2014

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HIDALGO §

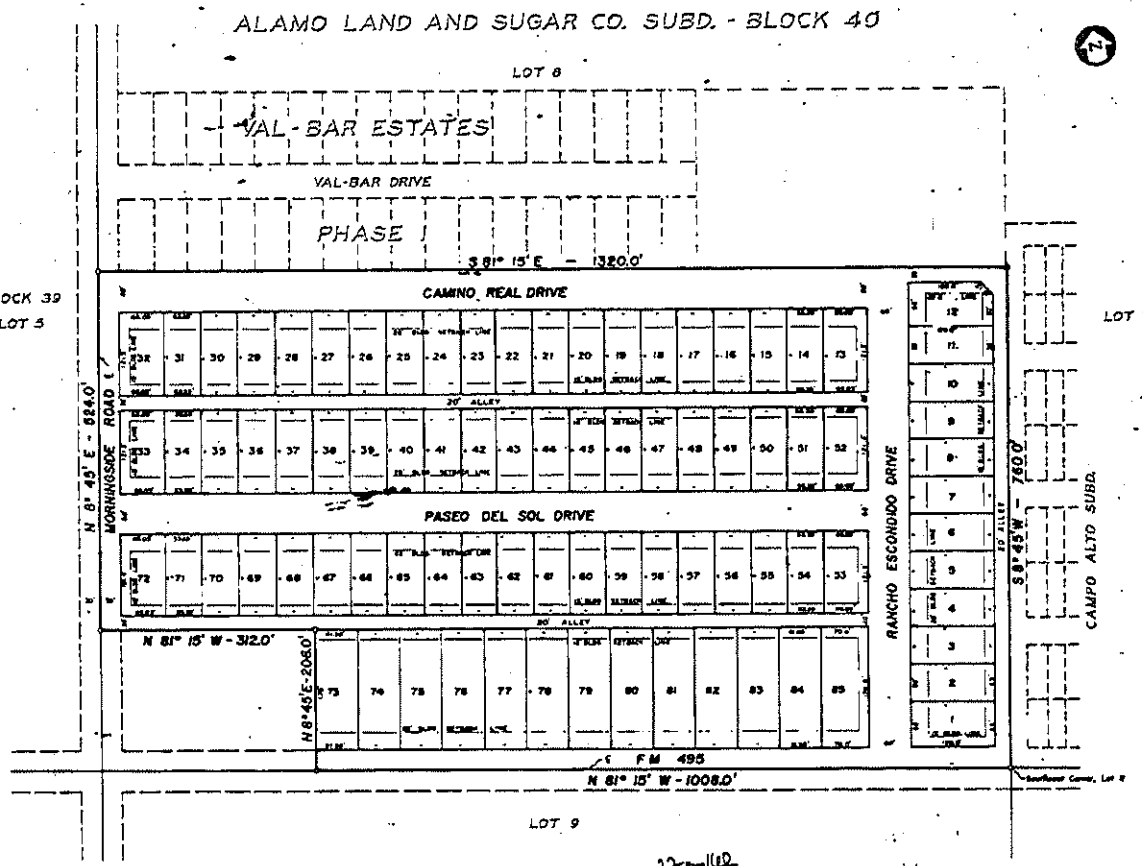
This instrument was acknowledged before on the 15th day of October, 2010 by **ANDREA C. SALAZAR.**

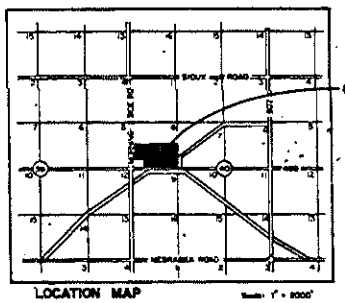
NOTARY PUBLIC, STATE OF TEXAS

LETICIA A RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
March 28, 2014

PREPARED IN THE OFFICE OF:
Torres, Cantu & Aliseda, P.C.
200 South 10th Street, Suite 1400
McAllen, Texas 78501

AFTER RECORDING RETURN TO:
Elizabeth Salazar
123 Paseo Del Sol Dr.
Alamo, Texas 78516





Recorded in Book 22 Page 110
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors

Apr 13, 72

3rd Sept 82

Rhonquis

802

PLAT OF

RANCHO ESCONDIDO SUBDIVISION

BEING A 21.55 ACRE SUBDIVISION OUT OF
LOT 8, BLOCK 40, ALAMO LAND AND SUGAR COMPANY SUBDIVISION
OF PORCION 72 IN HIDALGO COUNTY, TEXAS

SCALE: 1" = 100'

DATE: 14 JUNE, 1982.

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "RANCHO ESCONDIDO SUBDIVISION" TO THE CITY OF ALAMO, HIDALGO COUNTY, TEXAS, AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN, FOR THE PURPOSE AND CONSIDERATION THEREON EXPRESSED.

BARRIS BARRIER, OWNER

JOHN E. WALLACE, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BARRIS BARRIER AND JOHN E. WALLACE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED SAME FOR THE PURPOSES AND CONSIDERATIONS, THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE ___ DAY OF _____, 19__.

NOTARY PUBLIC
HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

HENRY G. WILLMS
REGISTERED PUBLIC SURVEYOR, NO. 3840
WILLMS ENGINEERING
HARLINGEN, TEXAS

THIS PLAT OF "RANCHO ESCONDIDO SUBDIVISION" HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF ALAMO, TEXAS, AND IS HEREBY APPROVED BY SAID COMMISSION.

DATED THIS THE 11th DAY OF August, 19 82.

CHAIRMAN

ATTEST:

SECRETARY

THIS PLAT OF "RANCHO ESCONDIDO SUBDIVISION" HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF ALAMO, TEXAS, AND IS HEREBY APPROVED BY SAID COUNCIL.

DATED THIS THE 19th DAY OF August, 19 82.

MAYOR

ATTEST:
CITY SECRETARY

THIS PLAT OF "RANCHO ESCONDIDO SUBDIVISION" HAS BEEN SUBMITTED TO AND CONSIDERED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, OF HIDALGO COUNTY, TEXAS, AND IS HEREBY APPROVED BY SAID DISTRICT.

DATED THIS THE 21st DAY OF September, 19 82.

PRESIDENT

ATTEST:
SECRETARY

CHECKED BY

Hidalgo CAD

Property Search Results > 267190 SALAZAR ELIZABETH for Year 2012

Property

Account

Property ID:	267190	Legal Description:	RANCHO ESCONDIDO LOT 42
Geographic ID:	R1060-00-000-0042-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	121 PASEO DEL SOL DR	Mapsco:	
Neighborhood:	RANCHO ESCONDIDO - SPA	Map ID:	VOL 22 PG 160
Neighborhood CD:	R106000		

Owner

Name:	SALAZAR ELIZABETH	Owner ID:	948124
Mailing Address:	123 PASEO DEL SOL ST ALAMO, TX 78516-9316	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$9,224		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$13,908	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$23,132		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$23,132		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$23,132		

Taxing Jurisdiction

Owner: SALAZAR ELIZABETH
% Ownership: 100.0000000000%
Total Value: $23,132

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$23,132	$23,132	$0.00
DR1	DRAINAGE DISTRICT #1	0.073300	$23,132	$23,132	$16.96
FD4	EMS DIST #04	0.024500	$23,132	$23,132	$5.67
GHD	HIDALGO COUNTY	0.590000	$23,132	$23,132	$136.48
JCC	SOUTH TEXAS COLLEGE	0.150700	$23,132	$23,132	$34.86
R14	ROAD DIST 14	0.000000	$23,132	$23,132	$0.00
SPA	PSJA ISD	1.359200	$23,132	$23,132	$314.41
SST	SOUTH TEXAS SCHOOL	0.049200	$23,132	$23,132	$11.38
	Total Tax Rate:	2.246900			

Taxes w/Current Exemptions:	$519.76
Taxes w/o Exemptions:	$519.75

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 992.0 sqft **Value:** $9,224

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW	DWD	1959	656.0
ADD	ADDITION	WDLW		1959	48.0
ADD	ADDITION	WDLW		1975	288.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.1485	6468.93	53.33	121.30	$13,908	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012	$9,224	$13,908	0	23,132	$0	$23,132
2011	$9,290	$13,908	0	23,198	$0	$23,198
2010	$9,355	$13,908	0	23,263	$0	$23,263
2009	$9,421	$13,908	0	23,329	$0	$23,329
2008	$9,552	$13,908	0	23,460	$0	$23,460
2007	$11,071	$7,698	0	18,769	$0	$18,769
2006	$5,747	$7,698	0	13,445	$0	$13,445
2005	$5,748	$7,698	0	13,446	$0	$13,446
2004	$8,277	$7,698	0	15,975	$0	$15,975
2003	$6,790	$7,698	0	14,488	$0	$14,488

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/25/2010 12:00:00 AM	GWD	GEN. W/D	SALAZAR ANTELM	SALAZAR ELIZABE			2149151
2	5/27/1997 12:00:00 AM	CONV	CONVERSION	BARBEE BANKS	SALAZAR ANTELM			600884
3		CONV	CONVERSION	Unknown	BARBEE BANKS			

Tax Due

Property Tax Information as of 02/24/2012

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 2/24/2012 4:56 AM

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	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	David Valdez	1-N/A
2.	Juan M. Mendoza	4-8493
3.	Francisco Garcia	4-11233
4.	Raquenel Alvarez	4-7719
5.	Feliberto Ramirez, Jr.	4-10416
6.	Rosa Venegas	4-11031
7.	Marianela Castillo	2-0828
8.	Eraclio Salinas, Jr.	4-11351
	COMM. COURT: March 6, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: N/A

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: David Valdez

Address: P.O Box 755
Edcouch Tx

Phone: (956) 802-2418

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

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Can Hill Ranch #1 Lot 46.

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/22/10);

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 Flor D. Castillo);

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

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

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

Flor D. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: N/A

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: David Walder

Address: P.O. Box 717

Edcouch Tx

Phone: (956) 802-2418

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

Oak Hill Ranch #1 Lot 46.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) 2-22-12 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
✓ Other (describe) put

This part to be filled out by receiving county official:

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

2/22/12 **Date**

Raul Sesin **County Official**

EDWARDS ABSTRACT & TITLE CO.
#757804.nlc

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 29, 2008

Grantor: JACK McCLELLAND, not joined herein by my spouse as the property being conveyed herein does not constitute any part of our homestead.

Grantor's Mailing Address (including county): 2614 W. Freddy Gonzalez
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: DAVID VALDEZ and wife, LYNDA VALDEZ

Grantee's Mailing Address (including county): 1.5 Mile North M6 West
Elsa, Texas 78543
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of THE FROST NATIONAL BANK in the principal amount of SEVENTY ONE THOUSAND NINE HUNDRED TEN AND NO/100THS DOLLARS ($71,910.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of THE FROST NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to JIMMY R. LOCKE, Trustee, and the exchange of property title to which is accepted by Grantor the same as if the consideration by the exchange were paid in cash.

Property (including any improvements):

Lot Forty-six (46), Oak Hill Ranch Phase I, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 52, Pages 161-169, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in Clerk's File No. 1738991, Clerk's File No. 1739289, Clerk's File No. 1795479, Clerk's File No. 1833265, Clerk's File No. 1871706 and Clerk's File No. 1882643, Official Records and Volume 52, Pages 161-169, Map Records, Hidalgo County, Texas.

All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instruments recorded in Volume 1393, Page 821, Deed Records and dated January 24, 2006, recorded under Clerk's File No. 1572966, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

All water rights and rights to water, whether riparian, appropriative or otherwise, presently appended or annexed to said property reserved in instrument dated January 30, 2008, recorded under Clerk's File No. 1852502, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement reserved in instrument recorded in Volume 325, Page 211, Deed Records, Hidalgo County, Texas.

Easement for right of way granted to Central Power and Light Company, as set forth in instrument recorded in Volume 325, Page 359, Deed Records, Hidalgo County, Texas.

Easement for right of way granted to North Alamo Water Supply Corporation, as set forth in instrument recorded in Volume 1260, Page 823, Deed Records, Hidalgo County, Texas.

Rights in favor of Oak Hill Ranch Homeowners Association to secure payment of assessments for maintenance of common areas as set forth in instruments dated March 27, 2007, recorded under Clerk's File No. 1738991, dated March 27, 2007, recorded under Clerk's File No. 1739288, dated March 27, 2007, recorded under Clerk's File No. 1739289, dated August 15, 2007, recorded under Clerk's File No. 1795479, dated December 5, 2007, recorded under Clerk's File No. 1833265, dated March 12, 2008, recorded under Clerk's File No. 1871706 and dated April 24, 2008, recorded under Clerk's File No. 1882643, Official Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of Engelman Irrigation District.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Taxes for the year 2009 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, 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 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, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

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.

THE FROST NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and the superior title to the Property are retained for the benefit of THE FROST NATIONAL BANK and are transferred to THE FROST NATIONAL BANK, without recourse against Grantor.

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

JACK McCLELLAND

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 13th of November, 2008, by JACK McCLELLAND.

Notary Public, State of Texas

NORMA L. CANO
Notary Public, State of Texas
My Commission Expires
09-28-2010

AFTER RECORDING RETURN TO:
DAVID VALDEZ and wife, LYNDA VALDEZ
1.5 Mile North M6 West
Elsa, Texas 78543

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 757804;NLC:CAM

Hidalgo CAD

Property Search Results > 720441 VALDEZ DAVID & LYNDA V for Year 2012

Property

Account

Property ID:	720441	Legal Description:	OAK HILL RANCH PH 1 LOT 46
Geographic ID:	O0557-01-000-0046-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	OAK HILL DR TX	Mapsco:	
Neighborhood:	OAK HILL RANCH PH 1	Map ID:	17E VOL 52 PG 161-16
Neighborhood CD:	O055701		

Owner

Name:	VALDEZ DAVID & LYNDA V	Owner ID:	478478
Mailing Address:	PO BOX 755 EDCOUCH, TX 78538-0755	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$85,465	$1,748
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$85,465	
(–) Ag or Timber Use Value Reduction:	–	$83,717	
(=) Appraised Value:	=	$1,748	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$1,748	

Taxing Jurisdiction

Owner: VALDEZ DAVID & LYNDA V
% Ownership: 100.0000000000%
Total Value: $85,465

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$1,748	$1,748	$0.00
DR1	DRAINAGE DISTRICT #1	0.073300	$1,748	$1,748	$1.28
FD2	EMS DIST #02	0.033600	$1,748	$1,748	$0.59
GHD	HIDALGO COUNTY	0.590000	$1,748	$1,748	$10.31
JCC	SOUTH TEXAS COLLEGE	0.150700	$1,748	$1,748	$2.63
R01	ROAD DIST 01	0.000000	$1,748	$1,748	$0.00
SMA	MONTE ALTO ISD	1.350000	$1,748	$1,748	$23.60
SST	SOUTH TEXAS SCHOOL	0.049200	$1,748	$1,748	$0.86
	Total Tax Rate:	2.246800			
				Taxes w/Current Exemptions:	$39.27
				Taxes w/o Exemptions:	$39.27

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	K	2WETFARM	4.3600	189921.60	0.00	0.00	$85,465	$1,748

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012	$0	$85,465	1,748	1,748	$0	$1,748
2011	$0	$85,465	1,748	1,748	$0	$1,748
2010	$0	$85,465	1,761	1,761	$0	$1,761
2009	$0	$85,465	1,827	1,827	$0	$1,827
2008	$0	$56,976	1,827	1,827	$0	$1,827

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	11/17/2008 12:00:00 AM	WDV	WARRANTY DEED/VENDORS LIEN	MCCLELLAND JAC	VALDEZ DAVID & L			1947188
2	10/8/2008 12:00:00 AM	TRD	TRUSTEES DEED	TREVINO BALLARI	MCCLELLAND JAC			1935606
3	2/5/2008 12:00:00 AM	SVD	SPEC WD/VEN LIEN	MCCLELLAND JAC	TREVINO BALLARI			1852502

Tax Due

Property Tax Information as of 02/29/2012

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 2/29/2012 5:05 AM

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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: 4-84-93
C-25

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		42390
Date Approved:	/ /	2/22/12

Name: Juana M. Mendoza

Address: P.O. Box 21
Alamo, TX 78516

Phone: (956) 784-2350

Water Supplier: North Alamo Water

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

Account/ESI No: ~~36190100~~ 261770-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Sito Quassa Lot 29 #C,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-13-04);

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

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 Ruben Hernandez 2/24/12);

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 R. Hernandez 2-22-12);

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

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: 4-8493

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: Iriana M. Mendoza

Address: P.O. Box 21
Alamo, Tx 78516

Phone: (956) 784-2350

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

Sitio Ovaska lot 29

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Iriana Mendoza
Requesting Party (Signature)

2/22/2012
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:

2-29-12
Date

Alma A. Castillo
County Official

COPY

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: February 16, 2006

Grantor: OH Investment Properties, Inc., a Texas Corporation
Grantor's Mailing Address:
1213 W Nolana
Alamo, Texas 78516

Grantee: Juana Mendoza

Grantee's Mailing Address (including county):
1401 Coconut Palm
San Juan, Texas 78589
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty Thousand Dollars and No Cents ($20,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 29, Sitio Owassa Subdivision, as shown by the map or plat thereof recorded in Volume 49, Pages 46-48, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Sitio Owassa Subdivision, as shown on the plat thereof, recorded in Volume 49, Pages 46-48, of the Map records of Hidalgo County, Texas; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and 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.

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.

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.

OH Investment Properties, Inc., a Texas Corporation

BY: _____
Paul Obst, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 16 day of February, 2006, by Paul Obst, President of OH Investment Properties, Inc., a Texas Corporation on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

JEANNIE L. SMITH
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
04-29-2006

Chapter 232 Texas LGC Application

APPLICATION NO:
4-8493
Apr. 3, 2009

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

S3596-00-000-0029-00

[1] OWNER: MENDOZA, JUANA. M

P.O. BOX 21
ALAMO TX, 78516
Telephone No. 309-7030

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,295 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SITIO OWASSA LOT # 29

LOCATION: 0 VALVERDE & WISCONSIN

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $77,000

[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 25' SIDE 6'
REAR 15 / 18" ABOVE CNTR LN OF ST.

Maria Cash — Prepared by — 04-03-09 — Date

Edgar Isidro — Approved by — 04-03-09 — Date

X [signature] — Signature of Owner or Applicant — 4-3-09 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425 C Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11233
1-20

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Francisco berda

Address: 1216 starshine dr
edinburg tx
78542

Phone: (956) 515 9329

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		sewer
Date Approved:	/ /	2/24/12

Water Supplier: N/A

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032789437531430

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Paloma Del Valle #3 Lot 215,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-11-07);

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

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 Chando Rm);

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 Chando Rm);

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

[signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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1902 Joe Stephens Ave.
Weslaco, TX 78596
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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: 4-11233

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

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

PARTY MAKING REQUEST:

Name: Francisco Garcia

Address: 1216 starshine dr edinburg tx 78542

Phone: (956) 515 9329

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

Paloma Del Valle #3 lot 215

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X _____ 2/21/2012
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

2/29/12 Raul D. Casillo
Date **County Official**

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 FORM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: January 7, 2011

Grantor: Paloma Del Valle II, Ltd.

Grantor's Mailing Address (including county): 13201 N. 23rd Street
Edinburg, Texas 78541
Hidalgo County

Grantee: Francisco J. Garcia

Grantee's Mailing Address including County: 1216 Starshine Dr.
Edinburg, TX 78542
Hidalgo

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of EIGHTEEN THOUSAND NINE HUNDRED NINETY-THREE AND 10/100 DOLLARS ($18,993.10) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

Subject to Prior Lien(s) (including recording information): A lien in favor of Texas State Bank as recorded in the Deed of Trust dated August 11, 2006, as Document number 1655705, in the Official Records of Hidalgo County, Texas, and all renewals, extensions, transfers or alterations thereof.

Property (including any improvements): Lot 215 of Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

Reservations From and Exceptions to Conveyance and Warranty: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes; but not subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

1. Restrictive Covenants Recorded as Document 1784511 in the Official Records of Hidalgo County, Texas.
2. Taxes for the year 2011 and all subsequent years.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District in which the property is located.
4. Subject to any and all valid and existing restrictions, easements, rights-of-way, reservations,

maintenance charges, together with any lien securing maintenance charges, zoning laws, ordinances of municipal or other governmental agency's or authorities, and conditions and covenants, if any, applicable to and enforceable against the property described herein, whether of record or not; all presently recorded instruments, other than liens or conveyances that effect the property.

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

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, 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.

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.

Paloma Del Valle II, Ltd.
By: Jane Cross Enterprises, Inc.
General Partner

BY: _____
Jane Cross , President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on January 6, 2011, by Jane Cross , President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.

NELDA C VILLARREAL NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-24-2012

_____
Notary Public, State of Texas

Nelda C. Villarreal
Notary's typed or printed signature
My commission expires: 2-24-2012

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11233
Jan. 17, 2012

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

P3112-03-000-0215-00

[1] OWNER: GARCIA, FRANCISCO J.

1216 STARSHINE DR.
EDINBURG,TX. 78542
Telephone No. 515-9329

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 624 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 215

LOCATION: 0 M. CRISTO & SEMINARY

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 10' FINISH FLOOR OF ELEV.
18" TOP OF CURB.

Jose U. Castillo — Prepared by — 1-17-12 Date

Jonathan Isidro — Approved by — 11-16-11 Date

✓ [signature] — Signature of Owner or Applicant — 1/17/2012 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $60.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-7719
C-25

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Raquenel Alvarez

Address: ~~904 S. Gumwood~~
2610 Imperial Lane
Edinburg, TX 78539 Lot. 11

Phone: (956) 310-1855

Water Supplier: North Alamo Water Corp.

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

Account/ESI No.: 2616691-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:
Palace station subdivision phase II Lot- 11 ,

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 1-12-07);

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 Ana Castillo 2/29/12)

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 Ana Castillo 2/29/12)

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 Ana Castillo)

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

Ana 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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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: 4-7719
C-25

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

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

PARTY MAKING REQUEST:

Name: Raquenel Alvarez

Address: 2610 Imperial Lane
Edinburg, TX 78539 Lot:11

Phone: (956) 310-1855

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

Palace Station #2 Lot 11

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)

2/22/12
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:

2/29/12.
Date

Ana D. Carrillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-7719.
Jul. 1, 2008

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

P0024-02-000-0011-00

[1] OWNER: ALVAREZ, ADRIAN & RAQUENEL
RENEWING PMT 4-6167
622 E. HWY 83
PHARR, TX. 78577
Telephone No. 789-2155

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PALACE STATION #2 LOT 11

LOCATION: 0 TOWER & CANTON

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $25,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL SETBACKS & REGULATIONS
FRONT 25' SIDE'S 6' REAR 35' FINISHED FLOOR OF
ELEVATION 18" TOP OF CURB

Prepared by Joel U. Castillo Date 7-01-08.

Approved by Gilbert Peña Date 7-14-08

Adrian Alvarez
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: 4

Community No.:_____

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Recorded On-2007-Apr-25 As-1750180

RE: Lot (11), Palace Station Subdivision Phase II, Hidalgo County, Texas, V 52, Pgs 40-42, Map Records

Special Warranty Deed with Vendor's Lien

1750180

1. Date: March 12, 2007

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: Adrian Alvarez and wife, Raquenel Alvarez

5. Grantee's Mailing Address: 622 E. Hwy 83, Pharr, Hidalgo County, Texas 78577

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, 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 Seventeen Thousand Nine Hundred and No/100ths Dollars ($17,900.00) payable to the order of Grantor 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 David Crook, Trustee.

7. Property: Lot Eleven (11), Palace Station Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 52, Pages 40-42, Map Records of Hidalgo County, Texas;

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   C. Anything an on-the-ground A-1 survey would reveal.
   D. The taxes for the year 2007 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
   F. Restrictive covenants of record under Document # 1729374, Official Records, Hidalgo County, Texas.

9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.

10. Prior Liens: Deed of Trust recorded under Document No. 1724095, Official Records, Hidalgo County, Texas

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby 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 (continue below):

12. Special Warranty of Title: 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

RE: Lot (11), Palace Station Subdivision Phase II, Hidalgo County, Texas, V 52, Pgs 40-42, Map Records

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.

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

14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

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

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: _____
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 12th day of March, 2007, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

(SEAL)
YOLANDA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-31-2008

_____
Notary Public, State of Texas
My Commission Expires: 1-31-2008

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

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: 4-104LC
B-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:		48759
Date Approved:	1 / 1	2/23/12

Name: Filiberto Ramirez Jr

Address: 2606 Imperial Ln
Edinburg Tx
78539

Phone: 956-429-2154

Water Supplier: N.A.W.S.C

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

Account/ESI No.: #96176900 1

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: #12 Palace station S/D Lot 12,

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 1-12-07);

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

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruben Hernandez 2-22-12);

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 [signature] 2-22-12);

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

Planning Department Authorized Signature	Hidalgo County Judge	Date

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
Edinburg, Texas 78542
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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: 4-104/12

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: Filiberto Ramirez Jr.

Address: 2606 Imperial Ln.
Edinburg Tx 78539

Phone: 956- 429-2154

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

Palace Station #2 Lot 12

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Filiberto Ramirez Jr. — Requesting Party (Signature)

2-22-12 — 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:

2/29/12 — **Date**

Raul E. Sesin — **County Official**

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

DEED OF TRUST

1.	Date:	March 8, 2011
2.	Grantor:	FILIBERTO RAMIREZ, JR. AND BRENDA ARELY LARA
3.	Grantor's Mailing Address:	8517 E. Alberta, Donna, Hidalgo County, Texas 78537
4.	Trustee:	David Crook
5.	Trustee's Mailing Address:	100 Savannah, Suite 380, McAllen, Hidalgo County, Texas 78501
6.	Beneficiary:	Garco, Ltd., A Texas Limited Partnership
7.	Beneficiary's Mailing Address:	3910 W. Freddy Gonzalez Drive, Edinburg, Hidalgo County, Texas 78539
8.	Note:	
	A. Date:	March 8, 2011
	B. Amount:	Twenty Five Thousand Four Hundred and No/100ths Dollars ($25,400.00)
	C. Maker:	FILIBERTO RAMIREZ, JR. AND BRENDA ARELY LARA
	D. Payee:	GARCO, LTD, A Texas Limited Partnership
	E. Maturity Date:	As therein provided in the Note
	F. Terms of Payment:	As provided in the Note.
9.	Property:	Lot Twelve (12), Palace Station Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 52, Pages 40-42, Map Records of Hidalgo County, Texas;
10.	Prior Lien:	Deed of Trust recorded under Document No. 1724095 , Official Records, Hidalgo County, Texas
11.	Other Exceptions to Conveyance and Warranty:	See Exhibit "A".

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

13. Grantor's Obligations: Grantor agrees to:

A. keep the property in good repair and condition;
B. pay all taxes and assessments on the property when due;
C. preserve the lien's priority as it is established in this deed of trust;
D. maintain, in a form acceptable to Beneficiary, an insurance policy that:
   1) covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
   2) contains an 80% coinsurance clause;

Lot 12, Palace Station Subdivision Phase II, Hidalgo County, Texas, V 52, Pgs 40-40, Map Records

K. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

L. Grantor represents that this deed of trust and the note are given for the following purposes:

Purpose of Debt: The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this Deed of Trust and by a Vendor's Lien on the Property, which is expressly retained in a Deed to Grantor even date. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this Deed of Trust.

17. Due on Sale Clause: Any sale or conveyance or transfer is made of all or any portion of the property without prior written consent of beneficiary, then beneficiary may, at its election, accelerate the maturity of the note and demand full payment of the balance of all principal and interest remaining due thereon.

18. Escrows for Taxes : Grantor agrees to make an initial deposit in a reasonable amount to be determined by Beneficiary and then monthly payments to a fund for taxes on the property. Monthly payment will be made the payment dates specified in the note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes. The fund will accrue no interest and Beneficiary will hold it without bond in escrow and use it to pay the taxes. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before the end of the calendar year. Grantor agrees to make additional deposits on demand if the funds is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. Before Grantor makes the final payment on the note, Beneficiary will credit to that payment the whole amount then in the fund, or at Beneficiary's option, refund it after the note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, under Paragraph 3, "Trustee's Duties". If the property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the note.

19. **AD VALOREM TAXES LANGUAGE: Without the express written consent of Beneficiary , the owner shall not enter into any arrangements with any third party for the payment of AD VALOREM TAXES that would grant that third party a lien on the property.**

20. Signatures of Grantors:

FILIBERTO RAMIREZ, JR.

BRENDA ARELY LARA

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 8th day of March, 2011, by FILIBERTO RAMIREZ, JR. AND BRENDA ARELY LARA.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

Notary Public, State of Texas
My commission Expires: 7-31-2012

After Recording Return To: Garco, Ltd 3910 W. Freddy Gonzalez Edinburg, Texas 78539

Hidalgo County Planning Department
Chapter 232, Texas Local Government Code

Application No.: 4-10416 Date: 3-23 20 11

Location: Valverde & Tower

Lot No.: 12 Blk No.: — Flood Zone: B-25

Subdivision: Palace Station #2

Setbacks: Front: 25' Rear: 35' Side: 10' Side: 10' Corner Side ____

Owner: Filiberto Ramirez Received By: Filiberto Ramirez

CONTACT PLANNING DEPT. 48 HOURS PRIOR TO POURING OF FOUNDATION FOR SETBACK INSPECTIONS

NOTIFICAR DEPARTMENTO DE PLANACION 48 HRS. ANTES DE VACIAR CEMENTO PARA INSPECCION DE DISTANCIAS REQUERIDAS

APPROVED APPLICATION

Pct. No. 1 (956) 968-4734 • Pct. No. 2 & 4 (956) 318-2840 • Pct. No. 3 (956) 205-7045

Note: This Must be Posted on the Structure not to be Removed Until Improvements are Completed.

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: 4-11031

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Rosa Venegas

Address: 1936 Jasmine St.
Edinburg, Tx. 78542

Phone: 956- 563-6142

Water Supplier: North Alamo

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

Account/ESI No.: # 261813-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Town Gardens Est. Ph II Lot 100,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court;

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

N/O an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;

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

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

(Date approved 2-9-01 Raul E. Sesin, P.E.)

(verified by Raul E. Sesin, P.E.)

2-23-12 Ruben Hinojosa

(verified by _____);

2-23-12 Ruben Hinojosa

(verified by _____);

(verified by Raul E. Sesin, P.E.)

Raul E. Sesin, P.E.
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-1031

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

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

PARTY MAKING REQUEST:

Name: Rosa Venegas

Address: 1936 Jasmine St.
Edinburg, Tx. 78542

Phone: 956-563-6142

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

Vara Ranches Est. #2, Lot 10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Rosa Venegas
Requesting Party (Signature)

2/29/12
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:

2/29/12
Date

Nora V. Castillo
County Official

Recorded On:2010-Apr-19 As:2094981

WARRANTY DEED

Conforms to State Bar of Texas Form

2094981

Date: October 21, 2009 but effective April 19, 2010.

Grantor: **HOPIE TREVINO, a single person**

Grantor's Mailing Address (including county): P. O. Box 870
Pharr, Texas 78577
Hidalgo County, Texas

Grantee: **ROSA VENEGAS, a single person**

Grantee's Mailing Address (including county): 5810 Hopper Rd.
Houston, TX 77016
Harris County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lots Fifty-nine (59) and Sixty (60), IOWA GARDENS ESTATES SUBDIVISION, PHASE II, as per map or plat thereof recorded in Volume 38, Pages 61-64, Map Records of Hidalgo County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in all walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the water and irrigation district; taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for the current and subsequent years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

NOTICE

AT THE REQUEST OF GRANTOR AND GRANTEE HEREIN NAMED, NO TITLE EXAMINATION OR TITLE POLICY WAS REQUIRED WITH THE PREPARATION OF THIS INSTRUMENT, NOR WAS ANY MADE.

THE PREPARER OF THIS INSTRUMENT HAS MADE NO EXAMINATION AS TO TITLE OF THE PROPERTY CONVEYED HEREBY AND NO OPINION IS GIVEN OR INCLUDED IN THE SERVICES HERE RENDERED. THE PREPARER OF THIS INSTRUMENT HAS DRAWN SAME AT THE REQUEST OF THE PARTIES HEREIN NAMED, RELIED ON THE INFORMATION PROVIDED BY SAID PARTIES, AND HAS NOT ACTED IN ANY CAPACITY INVOLVING OR REPRESENTING ANY TITLE COMPANY. THE PREPARER OF THIS INSTRUMENT HAS NOT HANDLED OR DISBURSED FUNDS IN CONNECTION WITH THIS TRANSACTION.

THE PREPARER HAS MADE NO EXAMINATION AS TO PAYMENT OF TAXES AND NO OPINION IS GIVEN OR INCLUDED IN THE SERVICES HERE RENDERED.

THE PREPARER HAS MADE NO STATE OR FEDERAL TAX LIEN SEARCH OR ABSTRACT OF JUDGMENT LIEN SEARCH OF THE SELLER OR BUYER OR ANY PREDECESSOR IN TITLE AND NO OPINION IS GIVEN OR INCLUDED IN THE SERVICES HERE RENDERED.

THE PREPARER OF THIS INSTRUMENT DOES NOT REPRESENT THAT THIS CONVEYANCE IS BEING MADE IN CONFORMITY WITH ANY SUBDIVISION OR ZONING ORDINANCE OF THE COUNTY OR CITY HAVING JURISDICTION OR EXTRATERRITORIAL JURISDICTION OF THE PROPERTY CONVEYED HEREBY.

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

Hopie Trevino

HOPIE TREVINO

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 21st of October, 2009 by HOPIE TREVINO.

NOTARY PUBLIC STATE OF TEXAS
Roberto A Alvarado
My Commission Expires
04/24/2011

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
ROSA VENEGAS
5810 Hopper Rd.
Houston, TX 77016

PREPARED BY:
Law Offices of Roberto A. Alvarado
3203 W. Alberta Road
Edinburg, Texas 78539
File/GF: acre-Trevino-Venegas-09

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11031
Oct. 5, 2011

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

[1] OWNER: VENEGAS, ROSA

1932 JASMINE
EDINBURG, TX. 78542
Telephone No. 380-4061

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 896 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
IOWA GARDENS EST PH 2 LOT60

LOCATION: 0 TOWER & IOWA

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-30 REAR-40' SIDES-6'

_____ _____
Prepared by Date

_____ _____
Approved by Date

_____ _____
Signature of Owner or Applicant Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 (2) 3 4

Application No: 20828

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: Marianela Castillo

Address: 3009 Lodalo Edinburg Tx. 78542.

Phone: 956-776-1460

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	2/27/12

Water Supplier: NAWS

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Isaacs Lot 62,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-1-83);

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 Marianela 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 Marianela Castillo);

Marianela Castillo

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

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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956-318-2844

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956-973-7850

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

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

Precinct 1 (2) 3 4

Application No: 2-0826

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: Marianela Castillo

Address: 3009 Lodi Ln
Edinburg TX 78542

Phone: 956 778-1464

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

Isaacs Lot 42

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

Marianela Castillo
Requesting Party (Signature)

2/27/2012
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

(✓) Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
(✓) Other (describe) Prot

This part to be filled out by receiving county official:

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

2-27-12
Date

Raul Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
2-0828
Oct. 17, 2006

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

I7080-00-000-0062-00

[1] OWNER: CASTILLO, MARIANELA

3009 LODA LN
EDINBURG, TX. 78539
Telephone No. 638-9804

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: MILI

[4] PURPOSE OF APPLICATION: MOBILE HOMES
C-70 MOBILE HOMES

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

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
ISAACS LOT 62

LOCATION: 0

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $12,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL SETBACKS & REGUALTIONS
FRONT 25' SIDE 6' REAR 25' SIDE 6'

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$0.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

1200002

WARRENTY DEED

Date: April 11, 2003

Grantor: Patricia Tafolla

Grantors mailing address: Rt. 1 Box 506 R Weslaco, Texas 78596

Grantee: Marianela Castillo

Grantee's Mailing Address: Rt 16 Box 489 L-2 Edinburg, Texas 78539

Consideration for Conveyance: THE SUM OF TEN AND NO/100 ($10.00) dollars and other valuables consideration to the undersigned paid by the Grantee herein named. The receipt of which is hereby acknowledged.

Property (includes any improvements)
All of Lot 62. ISAACS SUBDIVISIION, an addition to the City of Alamo, Hidalgo County, Texas, according to the map of record in Volume 23, Page 34, Map Records of Hidalgo, County, Texas;

Reservation from and Exceptions and Warranty:

SUBJECT TO all oil, gas and other mineral reservations of record;
SUBJECT TO easements and reservations for street, alleys and utilities as may be reflected by the Map and Plat of record in Volume 23, Page 34, Map Records of Hidalgo County, Texas;
SUBJECT TO Statutory rights, rules regulations, easements and lens in favor of Hidalgo County Irrigation District No. Two.
SUBJECT TO oil, gas and mineral lease dated September 26, 1955, executed by Carol O. Berny and wife, Evelyn Berny to Sinclair Oil and Gas Company, recored in Volume 179, Page 228, Oil and Gas Lease Records

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

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

Patricia Tafolla

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this 11th day of April 2003

A PATRICIA VILLARREAL
Notary Public
STATE OF TEXAS
My Comm. Exp. 11 - 30 - 2004

A. Patricia Villarreal, Notary Public

After Recording Return to:

Marianela Castillo
Rt. 16 Box 489 L 2
Edinburg, Texas 78539

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: May 16,2003 at 03:07P

As a Recording

Document Number: 1200002
Total Fees : 16.00

Receipt Number - 495386
By,
Monique Garate, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11351

02-28-12

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Ezequiel Salinas Jr
MARIA ROSA Salinas

Address: P.O. Box 1953
Elsa, TX 78543

Phone: (956) 314-3126

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Caesars Ranches Unit 02,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-14-09);

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

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 [illegible] 2-28-12);

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 [illegible] 2-28-12);

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

[illegible]
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: 4-1135

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: Eradio Salinas JR

Address: P.O. Box 1953
Elsa, TX 78543

Phone: 956-314-3126 (cell #)

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

Caesars Ranch Lot # 3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Eradio Salinas
Requesting Party (Signature)

2-28-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

2/29/12
Date

John U. Castillo
County Official

RE: Lot 3, Caesar's Ranches Subdivision, Hidalgo County, Texas, Doc No. 2017172 , Official Rec Hid Cty TX

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

Special Warranty Deed with Vendor's Lien

1. Date: September 30, 2009

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: ERADIO SALINAS, JR. AND MARIA R. SALINAS

5. Grantee's Mailing Address: P.O. Box 1953, Elsa, Hidalgo County, Texas 78543

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, 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 THREE THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS ($23,400.00) payable to the order of Grantor 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 David Crook, Trustee.

7. Property: Lot Three (3), CAESAR'S RANCHES SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 2017172, Official Records of Hidalgo County, Texas.

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   C. Anything an on-the-ground A-1 survey would reveal.
   D. The taxes for the year 2009 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.

10. Prior Liens: Deed of Trust recorded under Document No. 2010983 , Official Records, Hidalgo County, Texas

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the

RE: Lot 3, Caesar's Ranches Subdivision, Hidalgo County, Texas, Doc No. 2017172 , Official Rec Hid Cty TX

Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: 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.

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

14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

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

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: President
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 30th day of Sept 2009, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012
(SEAL)

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-2012

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11351
Feb. 28, 2012

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

C2547-00-000-0003-00

[1] OWNER: SALINAS, ERADIO
SALINAS MARIA
P.O. BOX 1953
ELSA TX, 78543
Telephone No. 472-9418

[7] LEGAL DESC./NAME OF SUBDIVISION
CAESAR'S RANCHES LOT 3

[2] CONTRACTOR: SELF

LOCATION: 0 281 & RAMSEYER

[3] WATER SYSTEM: N AL

[8] SEWAGE: PUBLI

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

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 750 Sq. Ft.

[10] EST. COST OF CONST.: $7,000

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

[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 & STATE. FRONT 25' SIDE 7' REAR 37
18" ABOVE ST.

Prepared by — Date: 02/28/12

Approved by: Aaron Hernandez — Date: 02/27/12

Signature of Owner or Applicant: Eradio Salinas — Date: 2-28-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ROBERTO ALONZO JR	3-9957
2.	RICARDO GONZALEZ	3-40455
3.	NAIRA TREVINO	3-40052
4.	EDY BAEZ RAMIREZ	3-11929
5.		
6.		
7.		
	COMM. COURT: MARCH 6, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 3-9957
3/8/10

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	2/23/12

Name: Roberto Alonso Jr

Address: 7017 Crystal Dr
Mission TX 78574

Water Supplier: Agua SUD

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

Account/ESI No.: 100327894 -

[ ] Temporary Pole [X] Permanent Service

Phone: 956-400-9264
956-240-0243 - Alejandra

regarding the land described as:
Ellis #5 Subdivision Lot 22 ,

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

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

~~Yes~~ A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10/28/08);

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

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

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

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

Sandra Cantu 2/23/12
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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956-973-7850

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

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

Precinct 1 2 3 4

Application No: 3-9957

3/8/10

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: Roberto Alonzo Jr

Address: 7017 Crystal dr.
Mission Tx 78574

Phone: 956-400-9264

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

Ellis #5 Lot 22

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)

2/23/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

2/23/12
Date

Sandra Cantu
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
3-9957
Mar. 8, 2010

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

E6250-05-000-0022-00

[1] OWNER: ALONZO, ROBERTO & ALEJANDRA
7017 CRYSTAL DR

MISSION, TX 78574
Telephone No. 240-1016

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: LA J

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 576 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
ELLIS NO. 5 LOT 22
X-25

LOCATION: 0 ABRAM RD & 4 1/2 ML

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $7,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 30' SIDES 6' REAR 30'
18 INCHES ABOVE TOP OF CURB.

Prepared by

3/8/10
Date

RC
Approved by

3/3/10
Date

Signature of Owner or Applicant

3/8/2010
Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0290 D
Pct: 3
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: February 22, 2010

Grantor: Cibolo Development, LLC, a Texas Limited Liability Company
Grantor's Mailing Address:
2405 Garza
Edinburg, Texas 78539

Grantee: Roberto Alonzo Jr and Alejandra Alonzo

Grantee's Mailing Address (including county):
7017 Crystal Dr
Mission, Texas 78574
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Eight Thousand Dollars and No Cents ($28,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 22, Ellis No. 5 Subdivision, as shown by the map or plat thereof recorded in Volume 56, Pages 7-9, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Ellis No. 5 Subdivision, as shown on the plat thereof, recorded in Volume 56, Pages 7-9, of the Map records of Hidalgo County, Texas; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property under Clerk's File Number 1945223.

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

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and 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.

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.

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.

Cibolo Development, LLC, a Texas Limited Liability Company

BY: _____
Gary Burch, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 22nd day of February, 2010, by Gary Burch, President of Cibolo Development, LLC, a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

RUBEN VILLEGAS
MY COMMISSION EXPIRES
August 5, 2013

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cibolo Development, LLC
2405 Garza
Edinburg, Texas 78539

Software by ReMerge-It.com
(956) 630-9401
www.ReMerge-It.com

ReMerge-It

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 (3) 4

Application No: 3-40455
8/3/10

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

c/o Name: Ricardo Gonzalez
San Juana Gonzalez

Address: 3805 Concepcion Ave
Mission, TX
78574

Phone: (956) 605-4829

	Temporary Service	Final Service
Approved by Environmental Health:	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	2/23/12

Water Supplier: NA

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

Account/ESI No.: 10032789457774637

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Las Palmas Del Norte #4 Lot 27,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 10/2/07);

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

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

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

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

Sandra Cantu 2/23/12
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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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: 340455
8/3/10

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: Ricardo Gonzalez

c/o Name: San Juana Gonzalez

Address: 3805 Concepcion Ave
Mission, TX 78574

Phone: 956-605-4829

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

Las Palmas Del Norte 4 Lot 27

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X [signature] 02/23/12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

2/23/12
Date

Sandra Canta
County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 3-40455
Aug. 3, 2010

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

L3352-04-000-0027-00

[1] OWNER: GONZALEZ, RICARDO OSCAR
5504 WHITNEY CIR

MISSION, TX 78572
Telephone No. 907-5628

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 1,650 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
LAS PALMAS DEL NORTE #4 LOT 27
X-25

LOCATION: 0 BENTSEN PALM DR & 9 ML

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $18,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
__X__ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' WESTSIDE 15' EASTSIDE 6' REAR 45'
18 INCHES ABOVE TOP OF CURB.

Prepared by — Date: 8/03/10

Approved by — Date: 7/22/10

Signature of Owner or Applicant — Date: 08/03/10

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: C0300D Pct: 3
Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

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 YOU DRIVER'S LICENSE NUMBER.

Date: January 12, 2010

Grantor: **Oscar Garza and Noralinda G. Garza**

Grantor's Mailing Address (including County): P. O. Box 1886
Mission, Texas 78573
Hidalgo County, Texas

Grantee: Ricardo Oscar Gonzalez

Grantee's Mailing Address (including County): 3805 Concepcion Ave. Mission
Hidalgo County, TX 78574

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 $ 26,200.00, and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to David Crook, Trustee.

Property (including any improvements):

Lot 27, Las Palmas del Norte Subdivision No. 4, Hidalgo County, Texas, according to the map or plat recorded in Volume 54 Page 20-22 of the Map Records of Hidalgo County, Texas.

SAVE AND EXCEPT all oil, gas, and other minerals in, on, under, or that may be produced from the above described land.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive covenants recorded as Document Number 1821015, Official Records, Hidalgo County, Texas.

2. Deed of Trust in favor of Lone Star National Bank recorded as Document Number **1718110** Official Records, Hidalgo County, Texas.

3. Any and all reservations, restrictions, covenants, conditions, easements and oil and gas leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described 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, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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

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

Oscar Garza

Norallnda G. Garza

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 12th day of January, 2000, by Oscar Garza.

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Genevieve Chapa
My Commission Expires
08/22/2012

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 3-40052
3/30/10

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	2/28/12

Name: Naira L Treviño
Mario Treviño

Address: 4718 7408
Marla Dr Mission
TX 78572

Phone: (956) 222-2010
(956) 321 9866

Water Supplier: mud #1

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

Account/ESI No.: 100327894-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Villarrama Estates East phase #5 Lot 500 ,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 10/4/04);

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

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

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

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

Ray Cantu 2/28/12
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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1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct 1 2 (3) 4

Application No: 3-400552

3/30/10

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: Naira L Treviño

Address: 7408 Marla Dr

Mission TX 78572

Phone: (956) 222-20-10

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

Villarrama Estates East Phase 5 Lot 500

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Naira Treviño
Requesting Party (Signature)

2/28/12
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:

2/28/12
Date

Mary Conti
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
3-40052
Mar. 30, 2010

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

V3440-05-000-0500-00

[1] OWNER: TREVINO, MARIO & NAIRA
7408 MARLA DR

MISSION, TX 78572
Telephone No. 222-2010

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,950 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA-RAMA EAST PH 5 Lot 500
C-25

LOCATION: 0 SHOWERS & EXP 83

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[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 AND SETBACKS.
FRONT 25' SIDES 6' REAR 15'
18 INCHES ABOVE TOP OF CURB.

Prepared by — Date: 3/30/10

HG — Approved by — Date: 3/29/10

Naira Treviño — Signature of Owner or Applicant — Date: 3/30/10

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [ ]

Flood Zone: NO Panel No. /Suffix: 0400C Pct: 3

Community No.: 480334

Certification of Elevation Required: ___ YES ___ NO ___ BFE

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

[NOTICE]

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

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

432-0300

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS $
$ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO $

THAT THE UNDERSIGNED, Rick Martin Individually and dba Villa Rama East, whose address is 7208 W. Expressway 83, Mission, Hidalgo County, Texas 78572, hereinafter referred to as "Grantor", for and in consideration for the sum of $10.00 cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, and the further consideration of the execution and delivery by the grantee of that one certain promissory note of even date herewith in the principal sum of $ 20,995.00 payable to the order of Grantor as therein specified providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein trtained and is additionally secured by a deed of trust of even date herewith to Jack A. Martin, TRUSTEE, has Granted, sold, and CONVEYED and by there presents does hereby GRANT, SELL and CONVEY unto Mario + Naira Trevino whose address is P.O. Box 887, Los Ebanos, Hidalgo Couinty, Texas, 78565 herein referred to as "Grantee", the real property (including any improvements) described as follows:

Lot 500 Villa Rama East Subdivision Phase 5
Hidalgo County, Texas

This conveyance, however, is made and accepted subject to any and all reservations, exceptions, leases, easements, restrictions, rights, uses and regulations of records or visible taxes for this year and any subsequent years and save and except all water rights and oil, gas and other minerals.

As a material part of the consideration for this deed, Grantor and Grantees are taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the property is fit for a particular purpose. Grantees acknowlege that Grantees are not relying upon any presentation, statement or other assertion with respect to the property condition but is relying upon Grantees' examination of the property. Grantees take the property under the express understanding there are no express or implied warranties (except for limited warranties of title set forth in this document).

This conveyance is made subject to the prior lien deed of trust lien recorded in the official records of Hidalgo County, Texas, upon which The First State Bank & Trust Company, Mission, Texas, is the original beneficiary secures payment of a promissory note. Grantee in this Deed does not assume payment of that note. Payee of the wraparound note is obligated to pay all the installments on that note as they fall due. In the event of default in payment of that note, Grantee shall have the right to cure any such default as long as Grantee is not in default in payment of the wraparound note given to this Grantor or in performance of the covenants of the Deed of Trust securing it. If Grantee cures a default in payment of the note, Grantee may receive credit on the wraparound note given to this grantor for all amounts so paid as of the date of the payment in the manner that Grantee directs.

TO HAVE AND TO HOLD the above described premises, subject to the above exceptions together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises, subject to the above exceptions unto the said Grantee, Grantee's heirs, executors, administrators,

successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof when the claim is by, through or under the Grantor.

But it is expressly agreed that the Vendor's Lien as well as Superior Title in and to the above described premises, is retained against the above described properly, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereafter, when this deed shall become absolute, but not otherwise.

EXECUTED this 23 day of Feb, 20 09.

GRANTORS:

Villa-Rama East Sub. A dba of Rick Martin aka Richard A. Martin

AFTER RECORDING RETURN TO:

RAM INVESTMENTS
7208 W. EXPRESSWAY 83
MISSION, TEXAS 78572

THE STATE OF TEXAS $
$
COUNTY OF HIDALGO $

The foregoing instrument was acknowledge before me on the 23 day of Feb, 20 09, by Rick Martin.

YOLANDA GARCIA
Notary Public, State of Texas
My Commission Expires
01-13-2010

NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:
01-13-2010

The undersigned GRANTEE hereby accepts and consents to the deed attached hereto including, but not limited to, the provision concerning title exceptions and "AS IS" condition contained therein, and acknowledges that same is in conformity with Grantee's intent, any agreements and representations made to GRANTEE or, if not, GRANTEE hereby amends any agreement and representations to conform this deed and the terms and provisions of same shall control in the event of any conflict and GRANTEE acknowledges this deed constitutes complete compliance to all agreements and representation, if any, of GRANTOR to the complete satisfaction of GRANTEE regarding the property described in the attached deed.

Dated this the 23 day of Feb, 20 09.

GRANTEE(S)

X

X

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 3-11929
12/5/11

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	customer Authorized Signature
Inspection/Permit No:	_____	_____
Date Approved:	/ /	2/28/12

Name: Edy A. Baez Ramirez

Address: 515 Foshee St
Palmview, TX 78572

Phone: 956-588-6962

Water Supplier: Agua SUD

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

Account/ESI No.: 10032789461903535

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Palmview West Lot 43,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-6-96);

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

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

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

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

Sandra Cantu 2/28/12
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.
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 3-11929
12/5/11

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

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

PARTY MAKING REQUEST:

Name: Edy A. Baez Ramirez

Address: 7313 Triple J
Mission Tx 78572

Phone: (956) 588-6969

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

Palmview West Lot 43

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Edy A Baez Ramirez — Requesting Party (Signature)
2-29-2012 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

2/28/12
Date

Sandra Cantu
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
3-11929
Dec. 5, 2011

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

P2952-00-000-0043-00

[1] OWNER: RAMIREZ, BAEZ , EDY

7313 TRIPLE J . DR.
MISSION TX. 78572
Telephone No. 451-4615

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,906 Sq. Ft.

[6] USE OF BUILDING: RES . NEW HOUSE

[7] LEGAL DESC./NAME OF SUBDIVISION
PALMVIEW WEST LOT 43
C-25

LOCATION: 0 EX. 83 & MINNESOTA

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $115,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
F25 R15 S6

Prepared by — Date: 12/5/11

Approved by — Date: 12/2/11

Signature of Owner or Applicant — Date: 12-5-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 3

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

2259371

CHARGE: VLTC
GF# 126007

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: November 10, 2011

Grantor: JOEL ESQUIVEL AND WIFE, ELIDA ESQUIVEL

Grantor's Mailing Address (including county): 6622 Howard Ave.
Dallas, Dallas County, Texas 75227

Grantee: EDY A. BAEZ RAMIREZ AND WIFE, HILDA PATRICIA BAEZ

Grantee's Mailing Address (including county): 7313 Triple J. Dr.
Mission, Hidalgo County, Texas 78572

Consideration: TEN AND NO/100 ($10.00) DOLLARS and a note of even date executed by Grantee and payable to the order of LONE STAR NATIONAL BANK, a national banking corporation in the principal amount of THIRTY-FOUR THOUSAND AND NO/100 DOLLARS ($34,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR NATIONAL BANK, a national banking corporation and by a first-lien deed of trust of even date from Grantee to A. JABIER RODRIGUEZ, Trustee.

Property (including any improvements):

All of Lot 43, PALMVIEW WEST SUBDIVISION, an Addition to the City of Palmview, Hidalgo County, Texas, according to the map recorded in Volume 31, Page 192, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: To the extent they validly exist:

1. Restrictive covenants as set forth in instrument dated December 6, 1996, filed December 11, 1996 under Document Number 567356, Official Records and Volume 31, Page 192, Map Records of Hidalgo County, Texas.

2. Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 6.

3. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Palmview West Subdivision, recorded in Volume 31, Page 192, Map Records of Hidalgo County, Texas.

4. Blanket easement and agreement in favor of Central Power and Light Company, dated July 30, 1996, filed September 17, 1996 under Document Number 550956, Official Records, Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map attached thereto.

5. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Texas Produce and Nursery, Inc. to T.B. Hoffer, dated June 6, 1950, recorded in Volume 110, Page 29, Oil and Gas Records of Hidalgo County, Texas.

6. Terms, stipulations and conditions contained in instrument executed by Hidalgo County Irrigation District No. 6 dated June 12, 1997, filed July 9, 1997 under Document Number 609728, Official Records of Hidalgo County, Texas.

7. Mineral and/or royalty reservation contained in deed dated February 20, 1964, recorded in Volume 1082, Page 514 and dated September 1, 1970, recorded in Volume 1266, Page 313, Deed Records of Hidalgo County, Texas.

8. Mineral and/or royalty reservation contained in deed dated November 8, 1999, filed November 22, 1999

under Document Number 824834 and dated May 18, 2000, filed May 22, 2000 under Document Number 874502, dated July 3, 2007, filed August 10, 2007 under Document Number 2007-1793409, Official Records of Hidalgo County, Texas.

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

10. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

11. Standby fees, taxes and assessments by any taxing authority for the year 2011, and subsequent years, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's 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.

LONE STAR NATIONAL BANK, a national banking corporation, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor' lien against the superior title to the Property are retained for the benefit of **LONE STAR NATIONAL BANK**, a national banking corporation and are transferred to **LONE STAR NATIONAL BANK**, a national banking corporation without recourse against Grantor.

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

JOEL ESQUIVEL

ELIDA ESQUIVEL

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 16th day of November, 2011 by JOEL ESQUIVEL.

SAN JUANITA G MARQUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-17-2014

Notary Public, State of Texas

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 16th day of November, 2011 by ELIDA ESQUIVEL.

SAN JUANITA G MARQUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-17-2014

Notary Public, State of Texas

AFTER RECORDING RETURN TO :
EDY A. BAEZ RAMIREZ &
HILDA PATRICIA BAEZ
7313 Triple J. Dr.
Mission, Texas 78572

PREPRED IN THE LAW OFFICE OF:
L.G. "JERRY" CANALES
217 W. Cano
Edinburg, Texas 78539
GF# 126007

AI-31325 **5. 0.**

CC CONSENT

Meeting Date: 03/13/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Approval of 2012 interdepartmental transfer from Pct.2 Rd Maintenance (Prg 006) into Pct.2 Administration (Prg 005) in the amount of $6,500.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-00X-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $323,914.16 (Prg 006 *890*) as of 3/02/2012

From (Prg 006) 890 ----> 584 $2,000.00
From (Prg 006) 890 ----> 532 $1,500.00
From (Prg 006) 890 ----> 601 $3,000.00

Attachments

Inter-Dept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/02/2012 01:04 PM
Budget & Management Roland Garcia Auditor's Office	Merlen P. Munoz	03/02/2012 01:04 PM

Form Started By: Yolanda Cisneros Started On: 03/02/2012 12:32 PM

AI-31258 **5. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Department: COUNTY COURT #4

Information

CAPTION

2012 - CCL#4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-00-024-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-29-12

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/28/2012 04:18 PM
JC Carreon	JC Carreon	02/29/2012 08:28 AM
Budget & Management	Merlen P. Munoz	02/28/2012 04:18 PM
JC Carreon	JC Carreon	02/29/2012 08:28 AM
Auditor's Office		
Purchasing Department		

Form Started By: Rachel Segura Started On: 02/28/2012 04:08 PM

DATE: March 2, 2012

2012
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 2-1200-431-00-122-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
2-1200-431-00-122-006-0-890	PCT.2 ROAD MAINT. - OTHER	($6,500.00)
TO		
2-1200-431-00-122-005-0-584	PCT 2 ADM - REGISTRATION FEES	$2,000.00
2-1200-431-00-122-005-0-532	PCT 2 ADM - WIRELESS DEVICES	$1,500.00
2-1200-431-00-122-005-0-601	PCT 2 ADM - OFFICE & COMPUTER SUPPLIES	$3,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT2 ROAD MAINTENANCE into ADMINISTRATION to cover expenses for the year.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

DATE: **February 28, 2012**

DEPARTMENT HEAD: **Judge Fred Garza**

DEPARTMENT NAME: **County Court at Law No. 4**

ACCOUNT NUMBER: **2-1100-412-00-024-001-0-**

CONTACT PERSON: **Rachael Segura** PHONE: **956-318-2390**

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
890	**Other**	**745**	**Computer Equipment**	**$1,044.35**
			TOTAL	**$1,044.35**

To purchase a new desktop for the courtroom.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-31142 **5. A.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:
1. Approximately 1,265' south of mile 17N on the east side of Terry Rd- Bore- M Jay Sub; 3/4" service connection
2. Approximately 500' east of FM 493 on the south side of Stites Rd- Bore- Martin Martinez; 3/4" service connection
3. Approximately 500' south of Exp 83 on the west side of Mile 2.5E- Bore- Donald Morales;3/4" service connection

Sanco Group:
1. Install a 12" sewer line along 3 Mile Line and 1/4 mile North on Moorefield Rd.

BACKGROUND

Attachments

NAWSC/SANCO

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 02:20 PM
Olga Garza	Olga Garza	02/23/2012 04:14 PM
Auditor's Office	Arcilia Duran	02/28/2012 05:16 PM

Form Started By: Rebecca Gomez Started On: 02/21/2012 10:11 AM

Final Approval Date: 02/28/2012

REVISED JANUARY 2012

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 6th day of March, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Approximately 1,265' south of mile 17N on the east side of Terry Rd- Bore- M Jay Sub; ¾" service connection
- 2. Approximately 500' east of FM 493 on the south side of Stites Rd- Bore- Martin Martinez; ¾" serv connection
- 3. Approximately 500' south of Exp 83 on the west side of Mile 2.5E- Bore- Donald Morales; ¾" serv connection

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

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 6th day of March, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

SANCO Group

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of 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. Install a 12" sewer line along 3 Mile Line and ¼ mile North on Moorefield Rd.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a sewer 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-31144 **6. A.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
F3660.00.000.0007.00	Erickson Jeffrey Construction	$2919.43
V2650.00.000.0208.00	First National Bank	$3094.70

BACKGROUND

Attachments

Tax Refunds

Form Review

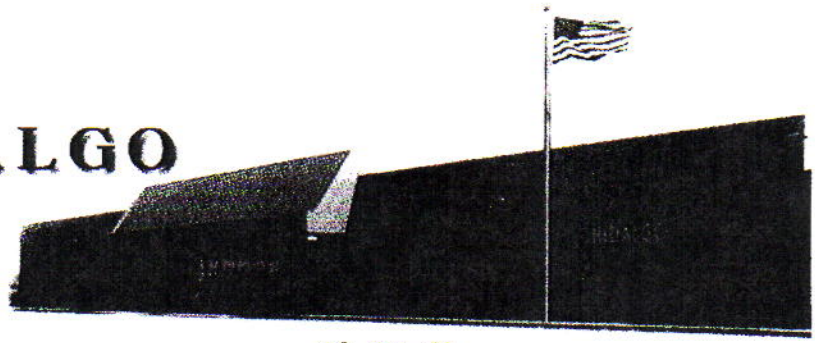
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 01:10 PM
Perla Lopez	Perla Lopez	02/22/2012 09:01 AM
Auditor's Office	Arcilia Duran	03/01/2012 03:35 PM

Form Started By: Hilda Fuentes Started On: 02/21/2012 11:22 AM

Final Approval Date: 03/01/2012

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

February 16, 2012

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.

An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

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

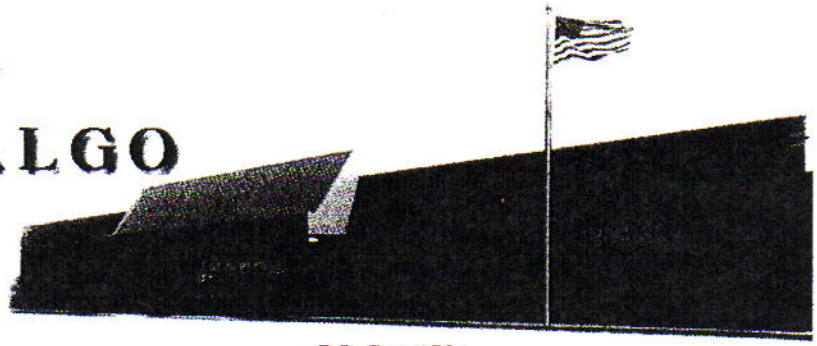
Abj: mm

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. F3660.00.000.0007.00	ERICKSON JEFFREY CONSTRUCTION	$ 2,919.43
2.V2650.00.000.0208.00	FIRST NATIONAL BANK	$ 3,094.70

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

RECEIVED
JAN 31 2012
HIDALGO COUNTY TAX OFFICE
COLLECTION DEPT MAIL

Print Date: 01/24/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 2/10/12 2/14/12

ERICKSON JEFFREY CONSTRUCTION
3520 BUDDY OWENS AVE
MCALLEN , TX 78504-5465

Account Number
F3660-00-000-0007-00
HCAD No. 562686

Legal Description of the Property
FIRST DOVE CENTRE LOT 7

3608 BUDDY OWENS BLVD

OWNER: ERICKSON JEFFREY CONSTRUCTION

2011 OVERAGE AMOUNT $2,919.43

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number 956-631-9787
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011 _____ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account	
	☑ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	☑ Mail to Property Owner	
	☐ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE [signature]	Date of application 1/29/12
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: [signature]	Date: 2/15/12
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: [signature]	Date: 2/9/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

2/10

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 2/13/12	Collecting tax for: (Tax Units) 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: INFINITY GLOBAL DEVE GROUP LLC — PAYER: FIRST NATIONAL BANK *

Present mailing address *(number and street)*: 813 TRAVIS ST

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): VANTAGE LUXURY CONDO

Step 2: Describe the property

Address or location of property:

790529 *

Account number of property: V2650.00.000.0208.00

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	2010 *	01/13 / 2011	$ 3094.70	$ 3094.70
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3094.70 *

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER FNB THE ACCOUNT WAS NOT SUPPOSE TO BE PAID BY THE BANK AS IT DOES NOT BELONG TO ANY OF THEIR LOANS *

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: Cassandra Cruz *

Date of application for tax refund: 01/26/2012 *

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

sign here — Authorized officer:

Date: 2/15/12

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: 2/9/12 *

2/10

JAN 30 2012

AI-31160 **6. B.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
X1100.81.000.7766.00	Miguel Garcia	$2617.50

BACKGROUND

Attachments

garcia

Form Review

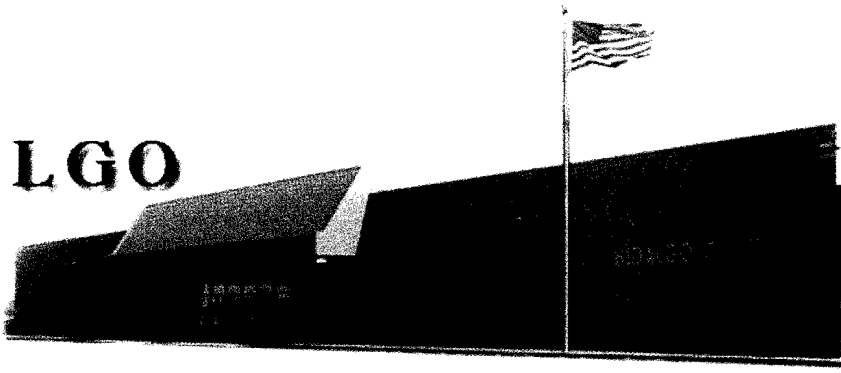
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 04:49 PM
Perla Lopez	Perla Lopez	02/22/2012 09:08 AM
Auditor's Office	Arcilia Duran	03/01/2012 03:35 PM

Form Started By: Hilda Fuentes Started On: 02/21/2012 04:16 PM

Final Approval Date: 03/01/2012

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

February 16, 2012

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.

An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

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

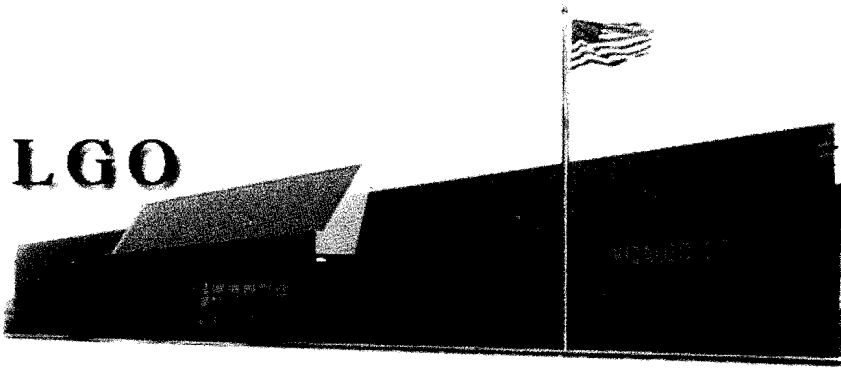
Abj: mm

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.X1100.81.000.7766.00	MIGUEL GARCIA	$ 2,617.50

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
GARCIA M A FAMILY LP 4 PAID BY: MIGUEL GARCIA

Present mailing address *(number and street)*
P.O. BOX 3225 4

City, town or post office, state, ZIP code	Phone *(area code and number)*
BROWNSVILLE, TX 78523 4	

Legal description (or attach copy of the tax bill or tax receipt):

Step 2: Describe the property

X1100 VANDERPOOLREVEILLE RESOURCES (TER,RI,.015625

Address or location of property:

815475 4

Account number of property: Tax receipt number:

X1100.81.000.7766.00 4 OR 20114578

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 ENTITITES	2011 4	01/27 / 2012	$ 2617.50 4	$ 2617.50 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2617.50 1

Taxpayer's reason for refund *(attach supporting documentation)*: ACCOUNT 815475 WAS PAID IN ERROR, PLEASE PAY PROPER ACCOUNTS WITH JANUARY DATE.

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 Miguel A. Garcia — 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 2/10/12 2/14/12

sign here Authorized officer — Date 2/15/12

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 2/9/12

2/10

AI-31140 **7. A.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: Gilberto Alaniz,Constable Pct 2 Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #2:
Requesting approval to renew membership dues for 2012 to the Justices of the Peace and Constables Association for
Gilberto J. Alaniz, Constable Pct. 2, with authority for County Treasurer to issue check/payment after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 2-1100-421-00-292-001-0-810

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

BUDGETARY IMPACT:

Funds available in req# 211523 as of 02/24/12.

Attachments

Affidavit

Renewal form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 04:46 PM
Rosalinda Cantu	Rosie Cantu	02/24/2012 11:44 AM
Auditor's Office	Arcilia Duran	02/28/2012 04:41 PM

Form Started By: Ana Galvan Started On: 02/21/2012 09:45 AM

Final Approval Date: 02/28/2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Gilberto J. Alaniz, do hereby state that my membership in the Justices of the Peace & Constables Association of Texas, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 2-21-12

TITLE: Constable Pct. 2

Before me Carlos R. Elizondo JR, a Notary Public, appeared Gilbert J. Alaniz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

NOTARY PUBLIC
STATE OF TEXAS

CARLOS R. ELIZONDO JR
My Commission Expires
05/11/2013

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
PO Box 623
Devine, Texas 78016
Tel: 800-662-5722 or 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Alaniz First Name: Gilberto MI: J Title: Constable

County: Hidalgo Precinct: 2 Place: _____

Office Address: 523 S. Standard

City: San Juan State: TX Zip: 78589

Office Phone #: (956) 783-4644 Office Fax #: (956) 784-8687

Email Address: Gilbert.Alaniz@CO.Hidalgo.TX.US Association District Number: _____

Judge	$60.00	J.P. Clerk	$35.00	
Constable	$60.00	Individual	$40.00	
Deputy	$35.00	Life Member	$400.00	
Constable Clerk	$35.00	Corporate Vendorship (See Corporate Package for complete details)	Bronze Platinum Gold	$1000.00 $1500.00 $2000.00

Check if new member ___

Complete and Mail to:

Judge Phil Montgomery
JPCA Secretary - Treasurer
PO Box 623
Devine, Texas 78016

AI-31123 **7. B.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

County Clerk:

Requesting approval to pay the 2012 Urban Recorders Alliance Founder & Regular Annual membership dues in the total amount of $350.00 for Mr. Arturo Guajardo, Jr., with authority for the County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-40-180-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 02/21/12, refer to Req #00211506.

Attachments

Urban Recorders Alliance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/17/2012 01:02 PM
Sylvia Solis	Sylvia Solis	02/21/2012 09:16 AM
Auditor's Office	Arcilia Duran	02/22/2012 02:01 PM

Form Started By: Sandra Solis Started On: 02/16/2012 03:51 PM

Final Approval Date: 02/22/2012

Urban Recorders Alliance

MEMBERSHIP APPLICATION

(Attach this form to your payment and mail to Nancy Rister, P.O. Box 1674, Georgetown, TX 78627)

OR email the information to NANCY RISTER at nrister@wilco.org

MEMBER NAME: Arturo Guajardo, Jr.
PRINT

TITLE: Hidalgo County Clerk

COUNTY: Hidalgo County

MAILING ADDRESS: P.O. Box 58 Edinburg, TX 78540

PHONE: OFFICE #: 956-318-2149 **CELL #:** 956-279-6037

EMAIL ADDRESS: sandra.solis@co.hidalgo.tx.us

SIGNATURE

2/9/12
DATE

TYPE OF MEMBERSHIP: **YEAR:**

Annual for County Clerk $100 and $50 per staff member

PAYMENT RECEIVED **CERTIFICATE SENT:**

Invoice

Urban Recorders Alliance
EIN# 32-0368021
C/O Nancy Rister
P.O. Box 1674
Georgetown, TX 78627

DATE	INVOICE #
2/8/2012	121

BILL TO
County Clerk Arturo Guajardo, Jr. 100 North Closner Edinburg, TX 78539

DUE DATE
3/9/2012

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Founder's Dues	Founder's Membership Dues	1	250.00	250.00
Regular Dues	Regular Annual Membership Dues	1	100.00	100.00
			Total	350.00

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Arturo Guajardo, Jr. do hereby state that my membership in the Urban Recorders Alliance, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 2/16/12

TITLE: County Clerk

Before me Sandra Solis, a Notary Public, appeared Arturo Guajardo, Jr. and on her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

_____
~~NOTARY PUBLIC~~ IN AND FOR
THE STATE OF TEXAS
Deputy Clerk

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

Requisition

Req # 00211506

PO #

Date: 02/16/12

Bill To: x
x

Vendor : 397954
URBAN RECORDERS ALLIANCE
P.O. BOX 1674
GEORGETOWN TX 78627
FAX (512)943-5286

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		TO PAY FOR ARTURO GUAJARDO'S FOUNDER'S MEMBERSHIP DUES FOR URBAN RECORDERS ALLIANCE	250.00	250.00
1.00		TO PAY FOR ARTURO GUAJARDO'S REGULAR ANNUAL MEMBERSHIP DUES FOR URBAN RECORDERS ALLIANCE	100.00	100.00
		Account No	Encumbrance	
		2-1100-415-40-180-001-0-810	350.00	
			Freight	.00
			Total	350.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-31146 **7. C.**

CC CONSENT

Meeting Date: 03/06/2012

Department Head: Oscar Montoya

Department: COUNTY JUDGE

Information

CAPTION

Emergency Management:
Requesting approval to renew the 2012 Membership Dues for Oscar Montoya, Emergency Management Coordinator to the Emergency Management Association of Texas in the amount of $100.00.

BACKGROUND

Statewide Emergency Management Association sponsors training etc.

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-429-00-110-075-0-810

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

BUDGETARY IMPACT:

Req#211258 available as of 03/02/2012.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/21/2012 01:02 PM
Roland Garcia	Rolando Garcia	03/02/2012 10:21 AM
Auditor's Office	Arcilia Duran	03/02/2012 01:21 PM
Purchasing Department	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Irma Saenz Started On: 02/21/2012 11:40 AM

Final Approval Date: 03/02/2012

Requisition

Req # 00211258

PO #

Date: 02/13/12

Bill To: x
x

Vendor : 367389
EMERGENCY MANAGEMENT ASSOCIATION OF '
2525 WALLINGWOOD DR., BLDG 13A
AUSTIN TX 78746
FAX (512)839-2237

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact: M. HINOJOSA
956-318-2615

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	2012 DELEGATE MEMBERSHIP DUES FOR OSCAR D. MONTOYA, EMC	100.00	100.00
		Account No	Encumbrance	
		2-1100-429-00-110-075-0-810	100.00	
			Freight	.00
			Total	100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EMERGENCY MANAGEMENT ASSOCIATION OF TEXAS
2525 Wallingwood Dr., Bldg. 13A
Austin, TX 78746

Invoice

877-306-EMAT

OSCAR MONTOYA
HIDALGO COUNTY EMERGENCY MANAGEMENT
1615 S. CLOSNER SUITE G
EDINBURG, TX 78539

January 30, 2012

QTY	ITEM #	DESCRIPTION	UNIT PRICE		LINE TOTAL
1	Membership renewal	2012 Delegate membership dues	$100		$100
				SUBTOTAL	$100
				SALES TAX	
				TOTAL	$100

Invoice Due Upon Receipt

renew online at: emat-tx.org

or

Please remit to: Chandelle Crane
Emergency Management Association of Texas
2525 Wallingwood Dr., Bldg. 13A
Austin, TX 78746

If payment has already been sent, please disregard this notice.

Thank you!

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, OSCAR D. MONTOYA, do hereby state that my membership in the EMERGENCY MANAGEMENT ASSOCIATION OF TEXAS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

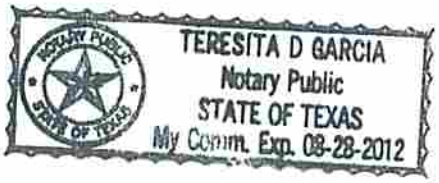
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: O.D. M S _____ DATE: February 7, 2012

TITLE: EMERGENCY MANAGEMENT COORDINATOR

Before me Teresita V. Garcia a Notary Public, appeared Oscar Montoya and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)



Teresita D Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AI-31162 **8. A.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Monthly collection reports for January 2012.

OFFICE	FEES & COST	MONTH
The Hon. Jose M. Flores, Comm. Pct. 3, Anzaldua's Park	$ 1,532.00	January 2012
The Hon. Joel Quintanilla, Comm. Pct.1, Delta Lake Park	$ 1,078.00	January 2012
Mr. Juan Martinez, Fire Marshal	$ 5,643.25	January 2012
The Hon. Celestino Avila, Constable Precinct No. 1	$ 430.00	January 2012
The Hon. Daniel Marichalar, Constable Precinct No. 5	$ 770.00	January 2012
The Hon. Larry Gallardo, Constable Precinct No. 3	$ 4,465.00	January 2012

BACKGROUND

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/22/2012 09:13 AM
Erika Zamora	Erika Zamora	03/01/2012 04:34 PM
Auditor's Office	Arcilia Duran	03/01/2012 04:57 PM

Form Started By: Maria Medina Started On: 02/21/2012 04:35 PM

Final Approval Date: 03/01/2012

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

February 21, 2012

The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner Suite J
Edinburg, Texas 78539

Dear Judge Garcia:

Please include the attached Monthly Collection Report on the next Commissioners' Court Agenda:

OFFICE	FEES & COST		MONTH
The Hon. Jose M. Flores, Comm. Pct. 3, Anzaldua's Park	$	1,532.00	January 2012
The Hon. Joel Quintanilla, Comm. Pct.1, Delta Lake Park	$	1,078.00	January 2012
Mr. Juan Martinez, Fire Marshal	$	5,643.25	January 2012
The Hon. Celestino Avila, Constable Precinct No. 1	$	430.00	January 2012
The Hon. Daniel Marichalar, Constable Precinct No. 5	$	770.00	January 2012
The Hon. Larry Gallardo, Constable Precinct No. 3	$	4,465.00	January 2012

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY, TEXAS
ANZALDUAS PARK, PRECINCT 3
MONTHLY REPORT FOR THE MONTH ENDING
January 31, 2012

PBC

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	DEPOSIT SLIP NUMBER	
1	1/1/2012	351239	351239	0	$0.00	Park closed for holiday			231	0
2	1/2/2012								231	
3	1/3/2012								231	
4	1/4/2012								231	
5	1/5/2012								231	
6	1/6/2012								231	
7	1/7/2012	351239	351298	60	$ 240.00	$ 240.00	1/7/2012	152567	231	00532
8	1/8/2012	351299	351348	50	$ 200.00	$ 200.00	1/8/2012	152568	231	00533
9	1/9/2012								231	
10	1/10/2012								231	
11	1/11/2012								231	
12	1/12/2012								231	
13	1/13/2012								231	
14	1/14/2012	351349	351384	36	$ 144.00	$ 144.00	1/14/2012	152756	231	00534
15	1/15/2012	351385	351408	24	$ 96.00	$ 96.00	1/15/2012	152757	231	00535
16	1/16/2012								231	
17	1/17/2012								231	
18	1/18/2012								231	
19	1/19/2012								231	
20	1/20/2012								231	
21	1/21/2012	351409	351467	59	$ 236.00	$ 236.00	1/21/2012	152893	231	00536
22	1/22/2012	351468	351532	65	$ 260.00	$ 260.00	1/22/2012	152894	231	00537
23	1/23/2012								231	
24	1/24/2012								231	
25	1/25/2012								231	
26	1/26/2012								231	
27	1/27/2012								231	
28	1/28/2012	351533	351585	53	$ 212.00	$ 212.00	1/28/2012	153068	231	00538
29	1/29/2012	351586	351621	36	$ 144.00	$ 144.00	1/29/2012	153070	231	00539
30	1/30/2012								231	
31	1/31/2010								231	

383 x $4.00 $ 1,532.00

21

TOTAL AMOUNT DUE TO GENERAL FUND------1100-347-40-123-000-0-000----------	$	1,532.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND----------	$	1,532.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER----------	$	-

PREPARED BY: Sergio M. Saenz DATE: 1/31/12

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dr. Monroe
JOSE M. FLORES
COMMISSIONER PRCT NO. 3

Jan. 31-2012
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#3-001 REVISED:9/5/05

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 2/8/12 2/8/12

HIDALGO COUNTY, TEXAS
DELTA LAKE PARK, PRECINCT 1
MONTHLY REPORT FOR THE MONTH ENDING
January 2012

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	DEPOSIT SLIP NUMBER	
1	1/1/2012					$ -			211	
2	1/2/2012					$ -			211	
3	1/3/2012	297029	297039	11	$ 22.00	$ 22.00	1/5/2012	152565	211	O2095
4	1/4/2012	297040	297051	12	$ 24.00	$ 24.00	1/5/2012	152566	211	O2096
5	1/5/2012	297052	297063	12	$ 24.00	$ 24.00	1/10/2012	152622	211	O2097
6	1/6/2012	297064	297073	10	$ 20.00	$ 20.00	1/10/2012	152621	211	O2098
7	1/7/2012	297074	297115	42	$ 84.00	$ 84.00	1/10/2012	152620	211	O2099
8	1/8/2012	297116	297172	57	$ 114.00	$ 114.00	1/10/2012	152619	211	O2100
9	1/9/2012	297173	297179	7	$ 14.00	$ 14.00	1/12/2012	152678	211	O2101
10	1/10/2012	297180	297187	8	$ 16.00	$ 16.00	1/12/2012	152679	211	O2102
11	1/11/2012	297188	297197	10	$ 20.00	$ 20.00	1/12/2012	152680	211	O2103
12	1/12/2012	297198	297204	7	$ 14.00	$ 14.00	1/17/2012	152750	211	O2104
13	1/13/2012	297205	297208	4	$ 8.00	$ 8.00	1/17/2012	152751	211	O2105
14	1/14/2012	297209	297236	28	$ 56.00	$ 56.00	1/17/2012	152752	211	O2106
15	1/15/2012	297237	297290	54	$ 108.00	$ 108.00	1/17/2012	152754	211	O2107
16	1/16/2012					$ -				
17	1/17/2012	297291	297299	9	$ 18.00	$ 18.00	1/19/2012	152849	211	O2108
18	1/18/2012	297300	297304	5	$ 10.00	$ 10.00	1/19/2012	152850	211	O2109
19	1/19/2012	297305	297305	1	$ 2.00	$ 2.00	1/23/2012	152929	211	O2110
20	1/20/2012	297306	297314	9	$ 18.00	$ 18.00	1/23/2012	152931	211	O2111
21	1/21/2012	297315	297348	34	$ 68.00	$ 68.00	1/23/2012	152932	211	O2112
22	1/22/2012	297349	297422	74	$ 148.00	$ 148.00	1/23/2012	152934	211	O2113
23	1/23/2012	297423	297432	10	$ 20.00	$ 20.00	1/26/2012	153084	211	O2114
24	1/24/2012	297433	297436	4	$ 8.00	$ 8.00	1/26/2012	153088	211	O2115
25	1/25/2012	297437	297443	7	$ 14.00	$ 14.00	1/26/2012	153092	211	O2116
26	1/26/2012	297444	297449	6	$ 12.00	$ 12.00	1/30/2012	153132	211	O2117
27	1/27/2012	297450	297459	10	$ 20.00	$ 20.00	1/30/2012	153133	211	O2118
28	1/28/2012	297460	297496	37	$ 74.00	$ 74.00	1/30/2012	153134	211	O2119
29	1/29/2012	297497	297561	65	$ 130.00	$ 130.00	1/30/2012	153135	211	O2120
30	1/30/2012	297562	297562	1	$ 2.00	$ 2.00	2/2/2012	153232	211	O2121
31	1/31/2012	297563	297567	5	$10.00	$ 10.00	2/2/2012	153233	211	O2122
				539	$ 1,078.00	$1,078.00				

TOTAL RECEIPTS AND FUNDS COLLECTED: 539 x $2.00 $ 1,078.00

TOTAL AMOUNT DUE TO GENERAL FUND------**1100-347-40-121-000-0-000**----------	$	1,078.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND----------	$	1,078.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER----------	$	-

PREPARED BY: Thelma L. Cantu DATE:. **2/3/12**

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOEL QUINTANILLA
COMMISSIONER PRCT NO. 1

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 2/9/12 2/10/12

2-7-12
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#1-002 REVISED:4/10

HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT
FOR THE MONTH OF JANUARY 2012

PBC

DATE	APPLICANT NAME	RECEIPT NUMBER	Cash	Check	MO	TYPE OF SERVICE	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
1/4/2012	Yvonne Villarreal	5457	X			Group Home	152502	$50.00
1/4/2012	Jose F. Salinas	5458	X			Business Occup	152502	$50.00
1/4/2012	Erik Hernandez	5459	X			Business Occup	152502	$50.00
1/4/2012	Argus ASG Security	5460		X		Fire Alarm System	152502	$100.00
1/4/2012	Rebecca Contreras	5461	X			Day Care	152502	$50.00
1/4/2012	Joel Rodriguez	5462		X		Fixed Pipe System	152502	$50.00
1/5/2012	Laura Pena	5463	X			Day Care	152534	$50.00
1/5/2012	Ambrose Onubrah	5464	X			Business Occup	152534	$50.00
1/5/2012	David Luna Ruiz	5465	X			Business Occup	152534	$50.00
1/9/2012	Jaime Castillo	5466		X		Building Permit	152591	$200.00
1/9/2012	Emilia Alaniz	5467		X		Day Care	152591	$50.00
1/11/2012	Juana Vega Garcia	5468	X			Business Occup	1522681	$50.00
1/11/2012	Nora Taylor	5469	X			Foster Home Insp	1522681	$50.00
1/11/2012	Marta Reyes	5470		X		Day Care	1522681	$50.00
1/11/2012	Rita Martinez	5471	X			Building Permit	1522681	$200.00
1/11/2012	Nancy Olivo	5472	X			Business Occup	1522681	$50.00
1/11/2012	Cristina Torres	5473	X			Business Occup	1522681	$50.00
1/11/2012	Roel Trejo	5474	X			Business Occup	1522681	$50.00
1/11/2012	Ricardo Vela	5475	X			Building Permit	1522681	$200.00
1/11/2012	Jones Construction	5476		X		Building Permit	1522681	$908.75
1/11/2012	Rosa Maria Palomo	5477		X		Day Care	1522681	$50.00
1/11/2012	Lauro Garza	5478		X		Building Permit	152733	$200.00
1/17/2012	Ray Ruiz, Francisco Lozano	5479		X		Business Occup	152769	$50.00
1/17/2012	Leonel Becerra	5480	X			Business Occup	152769	$50.00
1/17/2012	Jose Luis Lopez	5481		X		Business Occup	152769	$50.00
1/17/2012	Dandycon Okoiruele	5482		X		Business Occup	152769	$50.00
1/17/2012	Antonio Perez	5483	X			Business Occup	152769	$50.00
1/18/2012	Ayde Moreno Pena	5484	X			Business Occup	152818	$50.00
1/18/2012	Maria Lozano/Maria Ramos	5485	X			Business Occup	152818	$50.00
1/18/2012	Trinity Fire - Eddie Garcia	5486		X		Fixed Pipe System	152818	$50.00
1/18/2012	Hecotr Espino	5487	X			Building Permit	152818	$200.00
1/18/2012	Miriam Castillo Expino	5488	X			Business Occup	152818	$50.00
1/18/2012	Gloria Dominguez	5489	X			Foster Home Insp	152818	$50.00
1/19/2012	Juan Carlos Villarreal	5490		X		Business Occup	152866	$50.00
1/19/2012	Brigade Camp Assoc of RGV	5491		X		Building Permit	152866	$200.00
1/23/2012	Ernesto Rodriguez	5492		X		Business Occup	152944	$50.00
1/23/2012	Juan Antonio Guevara	5493		X		Business Occup	152944	$50.00
1/24/2012	Lillian Williams (James Reid Williar	5494		X		Business Occup	152969	$50.00

X3
X1

1/24/2012	STE Starr Telecom Ect	5495		X		Fire Alarm System	152969	$234.50
1/24/2012	Irvin Iglesias	5496	X			Business Occup	152969	$50.00
1/24/2012	Rene Mendoza	5497	X			Business Occup	152969	$50.00
42 1/24/2012	Alfonso Castro	5498		X		Building Permit	152969	$200.00
43 1/24/2012	Arturo Salinas	5499	X			Business Occup	152969	$50.00
1/26/2012	Jaquelin Diaz	5500	X			Building Permit	153030	$200.00
1/26/2012	Gerardo Garcia	5501	X			Business Occup	153030	$50.00
1/26/2012	Ramiro Sanchez	5502	X			Business Occup	153030	$50.00
1/26/2012	Jovanna Villarreal	5503	X			Building Permit	153030	$200.00
1/26/2012	Oscar & Elizabeth Hernandez	5504	X			Business Occup	153030	$50.00
1/27/2012	Libradita Lawanager	5505	X			Day Care	153100	$50.00
1/30/2012	Guadalupe Montoya	5506		X		Business Occup	153101	$50.00
1/31/2012	South TX Electric Coop	5507		X		Building Permit	153148	$200.00
1/31/2012	South TX Coop	5508		X		Building Permit	153148	$200.00
53 1/31/2012	South TX Electric Coop	5509		X		Building Permit	153148	$200.00
1/31/2012	Oscar Tovar	5510		X		Fixed Pipe System	153148	$50.00
1/31/2012	Gladys Gutierrez	5511	X			Business Occup	153148	$50.00
							Page Total	$5,643.25
							Grand Total	$5,643.25

X24

This report has been personally reviewed by me and I certify the above to be true and correct to the best of my knowledge.

Approved by: _____ 2/2/12
Fire Marshal — Date

Print Name: Juan Martinez

Prepared by: Yolanda Orozco 2/2/12
Administrative Assistant — Date

Print Name: Yolanda Orozco

This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.

County Auditor's Form: ARS-FM-001
Revised 10/04

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: BME
DATE: 2/13/12 2/14/12

X4

X1-a

Constable Celestino A ila Jr. Monthly Report

For the Month Ending January 2012 PBC

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Tuesday, January 10, 2012	Star Electricity LLC	Evangelina Garcia	010526-1	CV12C0089835	Writ of Attachmen	Out of County	Justice Clerk	15263	$80.00
Wednesday, January 11, 2012	Bank of New York Mellon f/k/a Bank of New	Miguel A. Martinez	010527-1	FED12-010JM	FED	In County	Justice Clerk	152660	$70.00
Wednesday, January 11, 2012	Equipment Depot LTD	Via Steel, Inc.	010528-1	V09-183-J1-1	Civil Claims	Out of County	Justice Clerk	152705	$70.00
Wednesday, January 11, 2012	Equipment Depot , LTD	George Carlos Dominguez	010528-1	V09-183-J1-1	Civil Claims	Out of County	Justice Clerk	152705	$70.00
Monday, January 23, 2012	Martin Olivarez	Jeffrey Lynch and all other Occupants	010529-1	FED12-013JM	FED	In County	Justice Clerk	152917	$70.00
Wednesday, January 18, 2012	Nora Alicia Castro	Ramon Castro Cazares - rec'd pymnt on 1-26-12	010530-1	CDDM038769	Divorce Decree	Out of County	District Clerk	15301	$70.00
Grand Total									**$430.00**

X247

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bme 42
DATE: 2/14/12 2/15/12

Thursday, February 02, 2012

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

X15

CONSTABLE DANIEL MARICHALAR MONTHLY REPORT

For the Month Ending January 2012

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE			Juctice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
					OUT OF COUNTY (OC / IN-COUNTY (IC)	OC	IC							
1/5/2012	Oscar Chapa	Juaquin Garcia	08771	FED12-419GS	FED		xx	xx					152524	$ 70.00
1/11/2012	Rosie Cortez	Esmeraldo Cardoza	08772	SC12-247	SMALL CLAIMS		xx	xx					152666	$ 70.00
	VOID		08773											
1/11/2012	First National Bank	Erasmo Garza & Sonia C	08774	FED12-420	FED		xx	xx					152666	$ 140.00
1/13/2012	Jesse Webber	Jose G. Salinas	08775	FED12-421	FED		xx	xx					152763	$ 70.00
1/19/2012	Melissa Gonzalez	Jaime Rodriguez	08776	SC12-248	SMALL CLAIMS		xx	xx					152867	$ 70.00
1/19/2012	Casa Mesina	Dahlia Salinas	08778	FED12-422	FED		xx	xx					152867	$ 70.00
1/19/2012	Casa Mesina	Felomena Rodriguez	08777	FED12-423	FED		xx	xx					152867	$ 70.00
1/27/2012	Colonias Del Valle	Danielle Torres	08779	FED12-424	FED		xx	xx					153110 ~~152867~~	$ 70.00
1/30/2012	Manuel Cortez	Patricio Alvarez	08780	SC12-249	SMALL CLAIMS		xx	xx					153154	$ 70.00
1/30/2012	US Bank National Asso	Gary Cano	08781	FED12-425	FED		xx	xx					153154	$ 70.00
													Page Total	$ 770.00
													Grand Total	$ ~~670.00~~ 770.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: DANIEL MARICHALAR
Constable Pct. 5

Prepared by: Roxanne Elizondo

REVISED

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 2/16/12 2/16/12

County Auditor's Form AS-C-002 Revised 3/01

CONSTABLE, PCT. 3 LARRY GALLARDO MONTHLY REPORT

For the Month Ending January 2012 PBC

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
1/3/2012	NATIONWIDE ACCEPTANCE	JUAN LOYA, JR.	9758	2011FCL000691	CITATION (CAMERON CO)	X		X					152522	$ 70.00
1/3/2012	EDINBURG CISD, CITY OF EDINBURG, & STC, ET AL	SUGAR GROCERY	9759	T-1836-11-A	TAX WARRANT		X			X			152522	$ 200.00
1/3/2012	PROBUILD COMPANY, LLC	C&R CONSTRUCTION, LLC & RENE MARTINEZ, IND.	9760	C-1594-11-J-1	WRIT OF EXECUTION		X	X					152522	$ 200.00
1/3/2012	STATE OF TEXAS	ARMANDO CANTU DBA E-Z MART #5	9761	D-1-GV-11-000720	WRIT OF EXECUTION (TRAVIS CO)	X				X			152522	$ 200.00
1/5/2012	EXPENSE REDUCTION SERVICES, INC.	J FIVE MOBILE HOME & RV PARK	9762	SC-19701	SMALL CLAIMS (TARRANT CO)	X		X					152523	$ 70.00
1/5/2012	HIDALGO COUNTY, ET AL.	FRED MCCALEB B.	9763	T-1900-11-D	TAX WARRANT		X			X			152523	$ 200.00
1/5/2012	TARA ENERGY, LLC	VERONICA MARTINEZ	9764	995211	CITATION (HARRIS CO)	X			X				152523	$ 70.00
1/5/2012	CLINICAL LABORATORIES, INC	LABSERVICES, INC.	9765	DC-10-12704-C	WRIT OF EXECUTION (DALLAS CO)	X				X			152523	$ 200.00
1/6/2012	HIDALGO COUNTY, ET AL.	JDS CONSTRUCTION	9766	T-1775-11-H	TAX WARRANT		X			X			152552	$ 200.00
1/6/2012	HIDALGO COUNTY, ET AL.	COUNTRY OMLETTE	9767	T-1752-11-J	TAX WARRANT		X			X			152552	$ 200.00
1/6/2012	PSJA ISD, ET AL	REGIO USA	9768	T-367-11-C	CERTIFIED MAIL, LEVY DEED & NOTICE PKG		X			X			152552	$ 375.00
1/9/2012	ATLANTIC CREDIT & FINANCE	SALINAS, SYLVIA B.	9769	CL083512F	tax warrant WRIT OF GARNISHMENT		X		X				152616	$ 80.00
1/18/2012	EDINBURG CISD, ET AL	THE SOCIAL CLUB	9770	T-1837-11-E	TAX WARRANT		X			X			152820	$ 200.00
1/18/2012	HIDALGO COUNTY, ET AL.	RICARDO PORTILLO	9771	T-2030-11-J	TAX WARRANT		X			X			152820	$ 200.00
1/18/2012	HIDALGO COUNTY, ET AL.	LOS ALAMOS IMAGING CENTER	9772	T-2032-11-C	TAX WARRANT		X			X			152820	$ 200.00
													Page Total	$ 2,665.00
													Grand Total	

THE COUNTY OF HIDALGO TEXAS

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: Harold Gallardo
Constable, Precinct 3

Prepared by: Raquel V. Rojo

CONSTABLE, PCT. 3 LARRY GALLARDO MONTHLY REPORT

For the Month Ending January 2012

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
1/18/2012	EDINBURG CISD, CITY OF EDINBURG, & STC	SARAHI COLIMAS RESTAURANT	9773	T-1838-11-J	TAX WARRANT		X			X			152820	$ 200.00
1/26/2012	BANK OF AMERICA, N.A	JOSE A. CANTU	9774	CL-33497-B	WRIT OF EXECUTION		X		X				153153	$ 200.00
1/26/2012	INTER NATIONAL BANK	PFM INVESTMENTS	9775	CL-11-2658-A	WRIT OF EXECUTION		X		X				153153	$ 200.00
1/31/2012	HIDALGO COUNTY, ET. AL	JDS CONSTRUCTION, INC.	9776	T-1775-11-H	TAX WARRANT		X			X			153187	$ 200.00
1/31/2012	HIDALGO COUNTY, ET. AL	U.S. FLOORS CORPORATION	9777	T-1776-11-B	TAX WARRANT		X			X			153187	$ 200.00
1/31/2012	HIDALGO COUNTY, ET. AL	TAQUERIA MOLCAS, L.L.C.	9778	T-1901-11-J	TAX WARRANT		X			X			153187	$ 200.00
1/31/2012	HIDALGO COUNTY, ET. AL	JOSE SANTOS, SR.	9779	T-2014-11-G	TAX WARRANT		X			X			153187	$ 200.00
1/31/2012	HIDALGO COUNTY, ET. AL	ZENIA A. MARROQUIN	9780	T-613-11-B	TAX WARRANT		X			X			153187	$ 200.00
1/31/2012	HIDALGO COUNTY, ET. AL	LUPE SALINAS & A&L ATHLETICS	9781	T-509-11-A	TAX WARRANT		X			X			153187	$ 200.00
													Page Total	$ 1,800.00
													Grand Total	$ 4,465.00

7X24

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: _____
Constable, Precinct 3

Prepared by: Raquel V. [illegible]

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [illegible]
DATE: 2/16/12 2/16/12

X
1

AI-31251 **9. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:
1. Approximately 500' east of mile 6W on the north side of mile 14.5N- Bore- Oscar Lerma; 3/4" service connection
2. Approximately 500' going west of 1426 on the north side of Kennedy Dr- Bore- Magdalena Garcia;3/4" serv conn

BACKGROUND

Attachments

NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2012 08:04 AM
Olga Garza	Olga Garza	03/02/2012 10:56 AM
Budget & Management	Merlen P. Munoz	03/01/2012 08:04 AM
Olga Garza	Olga Garza	03/02/2012 10:56 AM
Auditor's Office		

Form Started By: Rebecca Gomez Started On: 02/28/2012 11:40 AM

REVISED JANUARY 2012

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 13th day of March, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Approximately 500' east of mile 6W on the north side of mile 14.5N- Bore- Oscar Lerma;3/4" service conn
- 2. Approximately 500' going west of 1426 on the north side of Kennedy Dr- Bore- Magdalena Garcia

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-31095 **9. A.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Authorization to deactivate wireless device services through the County's membership/participation with Contract: DIR-SDD-604 with awarded vendor Verizon Wireless for the following:

Description	Department	Emp. Name	Emp. ID	MDN
Cell Phone	Info. Tech.	Jorge Helu	176028	956-515-8431
Cell Phone	Info. Tech.	Jose Alvarez	163767	956-207-2391
Cell Phone	Comm. Pct. 3	Daniel Hernandez	103608	956-587-1622
Cell Phone	Comm. Pct. 3	Gilberto Cavazos	106038	956-929-0049
Cell Phone	Comm. Pct. 3	Saul Ramirez	051527	956-929-0063
Cell Phone	Comm. Pct. 3	Sabas Sandoval	143847	956-929-0140
Cell Phone	Comm. Pct. 3	Eduardo Martinez	084891	956-587-1165
Cell Phone	Comm. Pct. 3	George O'cana	133493	956-587-1171
Cell Phone	Comm. Pct. 3	Sergio H. Saenz	069442	956-929-0694
Cell Phone	Planning	Gilbert Pecina	159131	956-648-7053
Cell Phone	Planning	Edgar Isidro	166618	956-648-7812
Cell Phone	Planning	Jonathan Isidro	180033	956-515-6020
Cell Phone	Facilities Mgmt.	Danny Guerra	89567	956-292-5349
Cell Phone	Facilities Mgmt.	Mike Cruz	095117	956-207-2886
Cell Phohe	Facilities Mgmt.	Rogelio Salinas	137995	956-239-0055
Cell Phone	Facilities Mgmt.	Silvestre Rubio	149071	956-292-8567
Cell Phone	Facilities Mgmt.	Domingo Villalpando	052639	956-207-2765
Cell Phone	Facilities Mgmt.	Richard Sunday	175781	956-457-6116
Cell Phone	Facilities Mgmt.	Joe Castillo	058823	956-207-2805
Cell Phone	Facilities Mgmt.	David Martinez	n/a	956-207-2582
Cell Phone	Facilities Mgmt.	Mario Montez	085413	956-207-9678
Cell Phone	Facilities Mgmt.	Saul Ramos	149276	956-515-9713

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/15/2012 04:04 PM
Erika Zamora	Erika Zamora	03/02/2012 10:40 AM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Griselda Salazar Started On: 02/15/2012 03:36 PM

Final Approval Date: 03/02/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☑ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jorge Helu Employee ID# 76028 Signature: _____

Department: I.T. Dept#: 200

Quantity: 1 956-515-8431

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

_____ Renan Ramirez 1/17/12

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Valde Guerra 1/27/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 956-515-8431

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☑ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jose Alvarez Employee ID# 163167 Signature: n/a

Department: E.T. Dept#: 200

Quantity: 1 956-207-2391

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Renan Ramirez	1/8/12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	1/27/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 207-2391

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Carol Hernandez Employee ID# 103608 Signature:

Department: Precinct #3 Dept#: 123

Quantity: 1 587-1622

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature Joe M Flores Print Name 12/9/11 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Reactivate 956-587-1622

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Cavazos, Dulce Employee ID# 100038 Signature: Dulce Cavazos

Department: Plant #3 Dept#: 133

Quantity: 1 929-0049

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
12-21-11	Le M. Flores, Comm.	12/9/11

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 956-929-0049

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

[redacted] 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: [illegible] Employee ID# [illegible] Signature: [illegible]

Department: [illegible] Dept#: [illegible]

Quantity: 1 929-0063

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

[illegible] Signature _____ Print Name 12 9 11 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Signature _____ Print Name [illegible] Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 952-929-0063

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

[redacted] 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Debra Sandoval Employee ID# 143847 Signature: Debra Sandoval

Department: Pct #3 Dept#: 123

Quantity: 1 929-0140

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Commissioner Precinct 3 | Joe N. Flores | 12/09/11

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ | _____ | _____

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 952-929-0140

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Eduardo Martinez Employee ID# 034341 Signature: Eduardo Martinez

Department: Precinct #3 Dept#: 633

Quantity: 1 587-1165

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Joe M. Flores	12/9/11

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 956-587-1165

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Cathy Berry Employee ID# 133493 Signature: Cathy Berry

Department: Precinct #3 Dept#: 123

Quantity: 1 956-587-1171

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 956-587-1171

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

[redacted] 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Sergio H. Saenz Employee ID# 09442 Signature: Sergio H Saenz

Department: Pct#3 Dept#: 123

Quantity: 1 956-929-0694

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
[signature]	Joe N. Flores	12/9/11

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
		12/9/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956-929-0694

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE (VERIZON) (956) 515-6020

Office Use / Employee: Jonathan Isidro Employee ID# 180033 Signature:

Department: Planning Dept#: 210

Quantity: [illegible]

Service: $[illegible]/mo (x) [illegible] months = [illegible] Account: [illegible]-532

Service: $ /mo (x) months = Account: -619/664

Requisition Number: N/A

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) _____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Tomas J. Arredondo	1-9-12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	1/17/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 956-515-6020

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE (VERIZON) (956) 648-7812

Office Use / Employee: Edgar Isidro Employee ID# 166618 Signature:

Department: Planning Dept#: 210

Quantity: 1

Service: $45/mo (x) 12 months = $540.80 Account: 2-1100-619-10-210-001-0-532

Service: $____/mo (x) ____ months = _____ Account: 619/664

Requisition Total: $540.80 Requisition Number: N/A

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

_____ Tomas J. Arredondo 1-9-12

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Valde Guerra 1/17/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 956-648-7812

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE (956)648-7053 (VERIZON)

Office Use / Employee: Gilbert Pecina Employee ID# 159131 Signature: X

Department: Maintenance Dept#: 210

Quantity: 1

Service: $44.99 /mo (x) 12 months = $539.88 Account: 2-1100-419-10-210-401-0-532

Service: $ /mo (x) months = Account: ,619/664

Requisition Total: $539.88 Requisition Number: N/A

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) _____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature Tomas J. Acreland Print Name 1-9-12 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Valdez Guerra Print Name 1/17/12 Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 956-648-7053

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

(956) 292-5349

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Danny Guerra Employee ID# 89567 Signature: Danny Guerra

Department: Facilities Mgt Dept#: 220

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 1-1100-4444-220-001-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Daniel Flores	1/6/12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	1/6/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956-292-5349

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

(956) 207-2886

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Mike Cruz Employee ID# 095117 Signature: Miguel Cruz

Department: Facilities Mgt Dept#: 220

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account: 1-1100-419.40-220-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature | Daniel Flores (Print Name) | 1/6/12 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra (Print Name) | 1/6/12 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956-207-2886

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

(956) 239-0055

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Rogelio Salinas Employee ID# 137995 Signature:

Department: Facilities Mgt. Dept#:

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account:_____-**532**

Service: $_____/mo (x) ____ months = _____ Account:_____-**619/664**

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-**532**

Total:_____

(2) Elected Official/Department Head Authorization for Request:

_____ Daniel Flores 1/6/12

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Valde Guerra 1/6/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956-239-0055

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

(956) 292-8567

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Silvestre Rubio Employee ID#: 14907 Signature:

Department: Facilities Maint. Dept#: 220

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature | David Flores (Print Name) | 1/6/12 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra (Print Name) | 1/6/12 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956-292-8567

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

(456) 207-2765

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Domingo Villalpando Employee ID# 052639 Signature: [signature]

Department: Facilities Mgmt Dept#: 220

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account: 1 1103-41940-220-001-0532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] | Daniel Ochoa | 1/6/12

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] | Valde Guerra | 1/6/12

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956-207-2765

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2.

Revised: 03/09/2011

(956) 457-6116

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Richard Saldaña Employee ID# 17578 Signature: [signature]

Department: Facilities Mgt Dept#: _____

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 1-1100-419-40-220-0010-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

[signature] | David Flores | 1/6/12

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] | Valde Guerra | 1/6/12

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956-457-6116

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

(956) 207-2805

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
□ Office Use *or* □ Individual	□ Data Card	□ Cellular Telephone $50/mo
□ Name Change	□ Blackberry	□ Data Pad $25/mo
□ Equipment Change	□ Other:	
□ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Joe Castillo Employee ID# 05882 3 Signature: Joe Castillo

Department: Facilities Mgt Dept#: 220

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Daniel Flores	1/6/12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	1/6/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956-207-2805

Commissioner's Court Action: **Commissioner's Court Date:** _____

□ **Approved Date:** _____ □ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

(956) 207-2582

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: DAVID MARTINEZ Employee ID# DIM Signature: David Martinez

Department: Facilities Mngt. Dept#: 220

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 1-1100-4.9.40-220-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Daniel Flores	1/6/12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	1/6/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956 207-2582

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

(956) 207-9678

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Maria Montez Employee ID# 085413 Signature: Maria Montez

Department: Facilities Mgt. Dept#: 220

Quantity: 1

Service: $_____/mo (x) ____ months = _____ Account: 1-1100-419-40-220-01-0 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Daniel Flores	1/6/12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	1/6/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956-207-9678

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

(956) 515-9713

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
□ Office Use *or* □ Individual	□ Data Card	□ Cellular Telephone $50/mo
□ Name Change	□ Blackberry	□ Data Pad $25/mo
□ Equipment Change	□ Other:	
□ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Saul Ramos Employee ID# 149276 Signature: Saul Ramos

Department: Facilities Mngt. Dept#: 220

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature | Daniel Flores (Print Name) | 1/6/12 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Valde Guerra (Print Name) | 1/6/12 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate Service 956 515-9713

Commissioner's Court Action: **Commissioner's Court Date:** _____

□ **Approved Date:** _____ □ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-31074 **10. A.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements agreement etc.) as attached hereto for: Hidalgo County Precinct 2-"Hauling of all Road Materials"-RFB NO.: 2012-055-03-28-SGS, including the re-advertising of project in the event no bids and/or rejection of responses received and the project is still required.

BACKGROUND

1. Current contract will expire on August 13, 2012.
2. New contract will commence on August 14, 2012.
3. Proposed schedule of events:
 1st Advertisement: March 10, 2012
 2nd Advertisement: March 17, 2012
 Bid Opening Date: March 28, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Prct 2 - $21,347.18 as of 02/17/12

Attachments

Procurement packet-draft-legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/23/2012 01:23 PM
Budget & Management	Merlen P. Munoz	02/23/2012 02:20 PM
Roland Garcia	Rolando Garcia	03/01/2012 02:54 PM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Sandy Suarez Started On: 02/15/2012 09:55 AM

Final Approval Date: 03/02/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

To: Hon. Hector "Tito" Palacios. Commissioner
Hidalgo County Precinct No. 2

ATTN: **Ricardo Cuellar/ Yolanda Cisneros**

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

Date: January 31, 2012

Re: **Bid No. 2012-055-00-00-SGS-Approval of Specifications for Hidalgo County Precinct No. 2- "HAULING SERVICES FOR ALL ROAD MATERIALS"**

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If the modified specifications are NOT met, make any and all additional modifications necessary and return the revised copy to purchasing department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: X YES / _____ NO _____ Other

(Specify) CONTRACTOR Needs TO HAVE TANDEM T. Rucks (END DUMP) FOR Delivery OF Hot Mix - (Code acct. depends on Project.)

BUDGET ACCOUNT #: 2/200.431.00.122.006.0 [illegible]

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Ricardo Cuellar	R&B, Parks Sanitation	1/31/12

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, FEBRUARY 06, 2012 @ 3:00 p.m.

Enclosures

Sandy Suarez

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Monday, February 06, 2012 8:55 AM
To: 'Sandy Suarez'
Cc: ricardo.cuellar@co.hidalgo.tx.us; 'Roque Cavazos'
Subject: RE: RFB NO.: 2012-055-"Hauling Services for all Road Material" Verification

Importance: High

Good morning Sandy,
Yes.....Tandem truck is correct and he is requesting for them to have at least 6 trucks.
Thank you
☺

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Friday, February 03, 2012 3:16 PM
To: ricardo.cuellar@co.hidalgo.tx.us
Cc: yoli.cisneros@co.hidalgo.tx.us; 'humberto.garza.@co.hidalgo.tx.us'
Subject: RFB NO.: 2012-055-"Hauling Services for all Road Material" Verification
Importance: High

Good Afternoon Mr. Cuellar,

I received your Memorandum of Approval for the above referenced project and I really appreciate your prompt response. I just wanted to verify that I understood your modification request correctly.
Vendor must have Tandem Trucks (end dump) for the delivery of the Hot Mix material. Is the description of the Tandem truck correct? Will there be a specific number of Tandem trucks that they will be required to have? Please advise.

Thank you,
Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

EXHIBIT "A"

Hidalgo County Precinct No. 2
"Hauling Services for All Road Materials"
Bid No.: 2012-055-03-28-SGS
Commodity Code: 962-39

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. The bid price will be for the duration of one (1) year with the County's sole discretion to extend for an additional year. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty 60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. Hauling services will be requested on an "**as needed basis"** by the Precinct.

1. Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded hauler(s) will be advised.

   Location of current pits and plants are as follows:

   - **Cold Mix -** Frontera Materials La Joya Plant 4 miles N of US 83 on FM 2221
   - **Type D Hot Mix - Gravel-** Frontera Materials La Joya Plant & Progresso Plant Military Hwy & FM 1015
   - **Type D Hot Mix – Limestone -** Frontera Materials – La Joya Plant & Progresso Plant Military Hwy & FM 1015
   - **Crushed Caliche -** Frontera Materials- 490 Pit- 4.5 Miles West of US 281 on FM 490
     - Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 Jericho Pitt Linn, TX

2. Bid price must be on a **per ton basis.**

3. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.

4. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

5. Hidalgo County is requesting the minimum of **ten (10) vendor owned hauling trucks** and **six (6) vendor owned tandem trucks (end dump) for the delivery of Hot mix material.** (Proof of ownership (title) shall be furnished along with your bid) and to be available on an "as needed basis" with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

6. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

7. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" upon award.

8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

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9. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported, and to hold the bid for a period of ninety (90) days without taking action thereon.

10. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/ or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

12. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

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 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.
   - 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.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - 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. **Timeframe 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

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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.

13 ADDITIONAL INFORMATION

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, Attention: Sandy Suarez at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email to sandy.suarez@co.hidalgo.tx.us by no later than, **Wednesday, March 21, 2012 at 5:00 P.M**., at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 P.M., Friday, March 23, 2012**.

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Bid No:2012-055-03-28-SGS Commodity Code: 962-39	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALs"

BID OPENING DATE: MARCH 28, @9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2 – HAULING SERVICES FOR ALL ROAD MATERIALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) copies** of all bids are required with the bidders name and return address clearly typed and or/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: **"RFB No. 2012-055-03-28-SGS HIDALGO COUNTY PRECINCT NO. 2- HAULING SERVICES FOR ALL ROAD MATERIALS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MARCH 28, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2012-055-03-28-SGS- HIDALGO COUNTY PRECINCT NO. 2 - HAULING SERVICES FOR ALL ROAD MATERIALS".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their

bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY PRECINCT NO. 2-HAULING SERVICES FOR ALL ROAD MATERIALS"** 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:

Attn: Yolanda Cisneros
Hidalgo County Precinct No. 2
300 W. Hall Acres
Pharr, Tx 78577
(956) 787-1891

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**MARCH 28, 2012**
Award of Contract	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 & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is

understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls,

elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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 Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

Bid No. 2012-055-03-28-SGS

Commodity Code: 962-39

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

** SAMPLE:		$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX Frontera Materials	**La Joya Plant**			
TYPE D HOT MIX-Gravel Frontera Materials	**La Joya Plant**			
	Progresso Plant			
TYPE D HOT MIX-Limestone	**La Joya Plant**			
Frontera Materials	**Progresso Plant**			
CRUSHED CALICHE Frontera Materials	**490 Pit**			
Martin Marietta	**Jericho Pit**			

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for March 23, 2012. For each 10% ease) in the OPIS Index of March 23, 2012 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

Bidder/Vendor Name	Authorized Signature	Date
Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2012-055-03-28-SGS

Hidalgo County Precinct No.2 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

TANDEM TRUCKS

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

EXHIBIT "E-1 "

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2012-055-03-28-SGS

Supplemental Hauling Data Sheet
DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-055-00-00

THIS CONTRACT is made and entered into this____day of __, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR'S NAME.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services for All Road Materials "** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

DRAFT

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 14, 2012** and ending on **August 13, 2013** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

DRAFT

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

DRAFT

If to County: **The County of Hidalgo**
Attn: County Judge

Edinburg, Texas 78539

If to Company: **COMPANY'S NAME**
ADDRESS
CITY, STATE, ZIP CODE

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

DRAFT

EXHIBIT "A"

REQUEST FOR BID (RFB) PORCUREMENT PACKET

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

Sandy Suarez

From: Rocio Villarreal [rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, February 15, 2012 8:37 AM
To: sandy.suarez@co.hidalgo.tx.us; sandy.suarez@co.hidalgo.tx.us; sandy.suarez@co.hidalgo.tx.us
Subject: FW: 2012-055-Precinct 2- "Hauling Services for All Road Materials" Draft contract request
Importance: High

---- Original Message ----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: 2/15/2012 4:51:15 AM
To: "'Rocio Villarreal'" <rocio.villarreal@co.hidalgo.tx.us>
Subject: FW: FW: 2012-055-Precinct 2- "Hauling Services for All Road Materials" Draft contract request

Way to go GIRL!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, February 14, 2012 4:36 PM
To: 'Martha Salazar'
Subject: RE: FW: 2012-055-Precinct 2- "Hauling Services for All Road Materials" Draft contract request

The draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 4:19 PM
To: scrain@atlashall.com
Cc: 'Rocio Villarreal'
Subject: FW: FW: 2012-055-Precinct 2- "Hauling Services for All Road Materials" Draft contract request
Importance: High

Mr. Crain:

Please review, correct/modify, if necessary, and comment as to form.

Marty

AI-31250 **10. B.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment for Invoice# 11324053 in the amount of ($5,900.00) submitted by L&G Consulting Engineers in connection to the "on-call" Professional Engineering Services Agreement #C-11-054-04-12 for: PROJECT: (Multi-Way Stop Control Warrant Study) Mile 17 1/2 and Depot Road (23rd Street) under (WA#3) for Precinct #4.

BACKGROUND

Inv# 11324053-L&G Engineering-C-11-054-04-12

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-334

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

BUDGETARY IMPACT:

PO# 666236 available balance as of 3-1-12 $5,900.00

Attachments

Inv# 11324053-L&G Engineering-C-11-054-0412

WA#3-L&G Eng-Pct 4

Contract#C-11-054-04-12-L&G Engineering

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:21 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:53 PM
Manuel Chapa	Manuel Chapa	03/01/2012 02:50 PM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Letty Saenz Started On: 02/28/2012 11:35 AM

Final Approval Date: 03/02/2012

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: FEBRUARY 14, 2012
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. 11324053: CONTRACT #C-11-054-04-12

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#11324053** IN THE AMOUNT OF **$5,900.00** FOR **L&G CONSULTING ENGINEERS, INC.,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#666236,** ACCOUNT: **2-1200--431-00-124-007-0-334**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS: Inv. # 11324053
P.O. 666236

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324053
INVOICE DATE: 01/31/12

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110103
Multi-Way Stop Control WA#3
Warrant Study-Mile 17.5 & 23
PO#666236

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of January 2012.						
16208-Traffic Sgnl	1,004.04		1,004.04	1,004.04	100.0	
16280-Signal Sub	4,895.96		4,895.96	4,895.96	100.0	
TOTALS:	5,900.00	0.00	5,900.00	5,900.00	100.0	0.00

ORIGINAL CONTRACT SUM	$	5,900.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	5,900.00
TOTAL COMPLETED TO DATE	$	5,900.00
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	5,900.00

PROJECT MANAGER'S SIGNATURE

HIDALGO COUNTY PCT. #4 EDINBURG TEXAS
RECEIVED BY
FEB 14 2012
RUMALDO MUNOZ JR.

L&G Engineering
Transportation Consultants

February 1, 2012

Mr. Rumaldo Munoz
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78451

RE: PROGRESS REPORT
Multi-Way Stop Control Warrant Study (Mile 17 ½ and Depot Road (23rd Street)
Work Authorization (WA) #3 of Contract #C-11-054-04-12

Dear Mr. Munoz:

As per Work Authorization (WA) #3 of Contract #C-11-054-04-12, approved by commissioners court on October 25, 2011. L&G Engineering has completed the Multi-Way Stop Control Warrant Study at the intersection Mile 17 ½ and Depot Road in Pct. 4. Attached are the invoice and two (2) copies of the completed report.

Should you have any questions or comments, please contact Mr. Anthony Garza at (956)565-9813.

Sincerely,

for: Jacinto Garza, P.E.



cc. Honorable Joseph Palacios, Commissioner Pct. No. 4
Sergio Cruz, Hidalgo County Budget Office

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

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

January 24, 2012
Project No: 28993-5
Invoice No: 2011833

Mr. Anthony Garza
L&G Engineering
2100 West Expressway 83
Mercedes, TX 78570

Project 28993-5 Mile 17.5 Road at Depot Road Warrant

Work Authorization No. 5
Multi-Way Stop Warrant Study, Mile 17.5 Road at Depot Road
Hidalgo County Precinct No. 4

Professional Services from December 01, 2011 to December 31, 2011

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Warrant Study	4,895.96	45.00	2,203.18	0.00	2,203.18	
Total Fee	4,895.96		2,203.18	0.00	2,203.18	
		Total Fee				**2,203.18**

Billing Summary	Current	Prior	To-Date
Total Billings	2,203.18	0.00	2,203.18
Total Fee			4,895.96
Remaining Fee			2,692.78

Total this Invoice **$2,203.18**

HIDALGO COUNTY PCT #4 EDINBURG TEXAS 78541
RECEIVED BY FEB 14 2012
RUMALDO MUNOZ JR

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group
10260 Westheimer, Suite 460
Houston, Texas 77042

Authorized By: _____ Date: 01/24/2012
Jose A. Sanchez, P.E.
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1840

February 01, 2012
Project No: 28993-5
Invoice No: 2012847

Mr. Anthony Garza
L&G Engineering
2100 West Expressway 83
Mercedes, TX 78570

Project 28993-5 Mile 17.5 Road at Depot Road Warrant

Work Authorization No. 5
Multi-Way Stop Warrant Study, Mile 17.5 Road at Depot Road
Hidalgo County Precinct No. 4

Professional Services from January 01, 2012 to January 31, 2012

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Warrant Study	4,895.96	100.00	4,895.96	2,203.18	2,692.78	
Total Fee	4,895.96		4,895.96	2,203.18	2,692.78	
		Total Fee				2,692.78

Billing Summary	Current	Prior	To-Date	
Total Billings	2,692.78	2,203.18	4,895.96	
Total Fee			4,895.96	
		Total this Invoice		$2,692.78

Outstanding Invoices

Number	Date	Balance
2011833	1/24/2012	2,203.18
Total		2,203.18
	Total Now Due	$4,895.96

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group
10260 Westheimer, Suite 460
Houston, Texas 77042

HIDALGO COUNTY PCT #4 EDINBURG TEXAS 78541 RECEIVED BY FEB 14 2012 RUMALDO MUNOZ JR

Authorized By: _____ Date: 02/01/2012
Jose A. Sanchez, P.E.
Project Manager

Purchase Order

COUNTY OF HIDALGO

PO#: 666236

DATE: 11/07/11

VENDOR: 280046 REQ:00204754
FAX (956)565-6746 Email:
Phone:(956)565-9813
L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: COMMISSIONER, PRECINCT 4
Contract No: C-11-054-04-12

Special Instructions:
PCT. REQ. #1261

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		WORK AUTHORIZATION NO 3		
		AS PER CONTRACT C-11-054-04-12		
1	LOT	CC WORK AUTHORIZATION NO 3 FOR A MULTI-WAY STOP CONTROL WARRANTY STUDY FOR MILE 17 1/2 AND DEPOT RD (23rd ST)	5,900.00	5,900.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		5,900.00
		********** For Hidalgo County use only		
		1-1200-431-00-124-007-0-334	5,900.00	
		Approved		

96889

(1) FYI Subcontract Approval Needed
(2) Will need to submit payment to C.C.
(3) ~~+~~ Affidavit

Authorized by: Martha L. Salazar MLS

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 11-054-04-12
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

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

The scope of work for Professional services is to conduct a multi-way stop control warrant study at the intersection of Mile 17 ½ and Depot Road (23rd Street) within Hidalgo County Precinct No. 4. The warrant study will follow the required guidelines listed in the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD), latest edition and in to Hidalgo County's requirements.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization No. 3 will be based on services requested and warrant study provided as identified on Exhibit "D" Contract Rates – Item B. Multi-Way Stop Control Warranty Study (Qty 1) $5,900.00.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

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

Account No. ~~1-1204-431-00-124-007-0-334~~ 1-1200-431-00-124-007-0-334

Requisition Number ~~00204754~~ (MUST BE INCLUDED AFTER CC APPROVAL)

(PO# 666236)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

Joseph Palacios
_____
By: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 10/25/11 day of Oct. 25, 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia
County Judge

Approved by Commissioners' Court
on 10/25/11 RO

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule (Omitted)
Exhibit D – Fee Schedule (Page 1 of 2)
Exhibit D1 – Fee Schedule (Page 2 of 2)

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER

B. MULTI – WAY STOP CONTROL WARRANT STUDIES

The purpose of a multi-way stop sign study is to determine if installation of stop signs at the intersection of two or more roadways will benefit motorists from a safety standpoint. As a minimum, the warrant study shall include: analysis of existing traffic control (if any), analysis of accident data, analysis of vehicle and pedestrian volumes, and analysis of travel speed.

EXHIBIT "D"
FEE SCHEDULE

COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

ITEM A. HCMPO REPRESENTATION / HCRMA UPDATE (STATUS & PROGRESS)

	SERVICE	BASIS OF COMPENSATION (HOURLY RATE)	NO. OF MEEETINGS PER MONTH	TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING	TOTAL
JACINTO GARZA, P.E.	HCMPO REPRESENTATION	$195.65	2	8 HOURS	$3,130.40
	HCRMA UPDATE STATUS & PROGRESS	$195.65	1	8 HOURS	$1,565.20
ANTHONY GARZA	HCMPO REPRESENTATION	$75.25	2	8 HOURS	$1,204.00
	HCRMA UPDATE STATUS & PROGRESS	$75.25	1	8 HOURS	$602.00
MARIE BUSTAMANTE	ADMINISTRATIVE PREPARATION-MPO	$52.68	2	2 HOURS	$210.72
	ADMINISTRATIVE PREPARATION-HCRMA	$52.68	1	2 HOURS	$105.36
	MILEAGE REIMBURSEMENT PER MEETING	$.55 / PER MILE	6	50 MILES ROUND TRIP	$165.00
				MONTHLY TOTAL COST	**$6,982.68**

***NOTE (ITEM A):**

ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.

ITEM B. MULTI-WAY STOP CONTROL WARRANT STUDY
Three/Four Approaches $5,900.00/intersection 30

ITEM C. TRAFFIC SIGNAL WARRANT STUDY
Three/Four Approaches $6,300.00/intersection 30

ITEM D. SPOT SPEED STUDY
Spot Speed Study $2,800.00/location 15

ITEM E. LEFT TURN BAY WARRANT STUDY
Left Turn Warrant Studies $4,700.00/intersection 30

EXHIBIT "D-1"
FEE SCHEDULE
WORK AUTHORIZATION NO. 3
MULTI-WAY STOP CONTROL WARRANT STUDY

TASK	COMPENSATION	QUANTITY	TOTAL COST
WORK AUTHORIZATION NO. 3			
SERVICES PROVIDED BY L&G ENGINEERING			
Contract Management	1,004.04	1	1,004.04
SERVICES PROVIDED BY SUB-CONSULTANT			
Item B. Multi-Way Stop Control Warrant Study *TEDSI (Subconsultant)*	$ 4,895.96	$ 1.00	$ 4,895.96
Total Work Authorization No. 3			**$5,900.00**

CC APPROVED ON 10/25/11

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
October 25, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

   A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

   2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

   B. **AI-29202** Extension Services:
   1. Requesting authorization and approval for 4 employees to travel to Corpus Christi, TX for the 2011 District 12 Fall Faculty Conference to be held on Nov. 7-10, 2011.

   2. Requesting authorization and approval for Barbara Storz to travel to Huntsville, TX for the Master Gardener Specialist training to be held on Nov. 16-18, 2011.

   C. **AI-29288** Requesting approval to authorize the City of Mcallen to utilize The Anzalduas Park for The Annual International Friendship Run on Sunday, Nov. 20, 2011.

7. **Constables:**

   A. **AI-29210** Constable Pct. 1:
   Discussion, consideration and approval to appoint David Molina and Richard G. Acevedo as reserve deputy constables by Constable Celestino Avila Jr., Constable Precinct 1 in accordance with Texas Local Government Code 86.012.

   B. **AI-29217** Constable Pct. #1:
   Approval of Corrected 2009 Elected Official Bond for Constable Celestino Avila Jr.

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

   A. **AI-29209** Requesting approval of Official Bond for Elections Administrator Yvonne Ramon.

9. **Sheriff's Office - Chief Martinez:**

   A. **AI-29208** Requesting approval for reimbursement for Senior Deputy Rene Tijerina in the amount of $30.19.

   B. **AI-28466** 1. Discussion, authorization, and approval to execute the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the City Police Departments of

CC APPROVED ON 10/25/11

Las Estrellas No. II Subdivision – Pct. 3 (Oscar Garza Jr.)
Las Estrellas No. III Subdivision – Pct. 3 (Oscar Garza Jr.)
Julia Moreno Acres Subdivision – Pct. 3 (Julia Moreno)
Apache Estates Subdivision – Pct. 1 (Kyndel Bennett)

2. Final Approval:
La Paloma Estates Unit 3 Subdivision – Pct. 1 (Kyndel Bennett)
La Paloma Estates Unit 4 Subdivision – Pct. 1 (Kyndel Bennett)

3. Reimbursement of a Cash Deposit:
San Carlos Gardens No. 2 – Pct. 4 (Benchmark Farms)

20. Budget & Management - Sergio Cruz:

A. Budget Appropriations:

1. AI-29255 Pct. #2 R&B (1200):
a. Approval of Certification of Revenues by the County Auditor for TxDOT Reimbursement of BCAP Forced Labor

b. Approval of 2011 appropriation of funds into McColl Offsite Drainage Project (program 047) in the amount of $63,976.19

21. Purchasing Department - Marty Salazar:

Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-29247 Requesting Commissioners' Court to accept the three (3) Request for Proposal (RFP) responses submitted and designate an evaluation committee to evaluate the three (3) responses received for "Credit Card Payment System" - Hidalgo County.

5. AI-29215 Requesting approval to declare as surplus numerous items and vehicles (County Owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

6. AI-29157 a. Presentation of scoring grid (for the purpose of ranking by CC) of the firms responding to request for proposals for "Consulting Services to Assist Hidalgo County in Grant Writing and Updating Master Parks Plan":

CC APPROVED ON 10/25/11

Vendor	Score/Points	Rank
Halff & Associates	364	
Vazaldua & Associates	284	

b. Authority for Purchasing Department to proceed with negotiations with the number one ranked firm of _____for the provision of Consulting Services to assist Hidalgo County in Grant Writing and Updating Master Parks Plan".

7. **AI-29153** Presentation of sole bid received from vendor (Rio Valley Pipe, LLC) that submitted bid meeting all specifications and requirements including approval of contract for: "Pipes-Reinforced Concrete, Tongue & Groove, Rubber Gasket Joint Concrete Pipes, Inlets & Manholes" (RFB No. 11-243-09-28-YSI) with effective dates of October 25, 2011 to December 31, 2012.

B. Pct. 1

1. **AI-29169** Acceptance and approval for Work Authorization No. 001 in connection to Contract #C-11-202-08-09 in the amount of $66,960.00 with Guzman & Munoz Engineering and Surveying Inc. for on-site and off-site civil engineering design to include topography, right of way and easement surveying services, engineering design, drainage study, and field services during construction, as per Exhibit "B" for the new Hidalgo County Precinct 1 Constable Office.

C. Pct. 4

1. **AI-29159** Acceptance and approval of a Professional Construction Management Agreement with Prodigy Construction Management LLC, for the"CONSTRUCTION OF NEW ADMINISTRATION OFFICES/BUILDING for HIDALGO COUNTY PRECINCT No. 4."

2. **AI-29257** Authority to purchase heavy machinery and/or equipment detailed herein from John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #373-11 for Project #2011-259-OGG:

   One (1) JD 4105 Tractor with Loader amount not to exceed ------$22,392.41; pricing include but not limited to delivery, TASB fees & warranties- project #2011-259-OGG.

3. **AI-29237** Requesting acceptance and approval of Supplemental Agreement #1 to Work Authorization #1 submitted by HALFF ASSOCIATES, INC., in the amount of $ 11,700.00, with revised total cost amount $46,200.00 for "engineering services" on the ongoing project (ELECTIONS WAREHOUSE) in connection to agreement #C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

APPROVED

4. **AI-29256** Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $5,900.00) for Mile 17 1/2 & Depot Rd. (aka 23rd St.) with L&G Consulting Engineers Inc. dba L & G Engineering to provide a Multi-Way Stop Control Warranty Study to Hidalgo County Precinct No. 4 - C-11-054-04-12

5. **AI-29233** Acceptance, and approval of Work Authorization No. 3 (with an estimated cost of $4,517.56) for Owassa Rd. and Seminary Rd. with L&G Engineering Laboratory, L.L.C. to provide construction material testing services to Hidalgo County Precinct No. 4 - C-11-062-04-12.

D. Health & Human Services Dept.

1. **AI-29158** a. Acceptance of the sole response received (evaluated and scored by user department) from Network Sciences, Inc. for the request for proposals for: "Software Services for Indigent Health Care System for Hidalgo County Health and Human Services";

   b. Award proposal received from Network Sciences, Inc. in the amount of $97,800.00 plus $2,400.00/year for optional services (TMHP verification-$200.00/month) including approval of the contract (subject to legal counsel's review as to form).

E. Sheriff's Office

1. **AI-29203** a. Requesting exemption from competitive bidding requirements under Texas Local

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-11-054-04-12

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Engineering Services required for "On Call Services - MPO and HCRMA, Traffic Studies County Wide Projects for **Hidalgo County** hereinafter referred to as the **"Project.**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such

services, the owner agrees to pay the Engineer compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the Project with the following:

2.1 Scope of Work. The Owner will furnish items and provide those services for the development of the Project and fulfillment of this Agreement, as identified in EXHIBIT "A" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the Engineer, as more particularly identified in EXHIBIT "B" *Services to be Provided by the Engineer*, attached hereto and made a part of this Agreement.

2.3 Schedule of Work. The Engineer shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in EXHIBIT "C" – *Work Schedule*, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the Engineer shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement becomes effective when fully executed by both parties and shall terminate at the close of business two years from date of execution (hereinafter referred to as the "Termination Date"), unless termination date is extended by written supplemental agreement, as provided in Article 8 hereof, duly

executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 **Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 **Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer,** followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written

notice from the **Owner** to the **Engineer.** The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In

determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so,

and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. **Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner.** The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner,** in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer,** conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time

periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. **Compensation and Fees.** For and in consideration of the services to be

rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer** as identified in Article 2 and more particularly identified in EXHIBIT "B", attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in EXHIBIT "D"- ***Contract Rates***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services.* Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in EXHIBIT "B", attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in EXHIBIT "D" - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner.**

2. DOCUMENT COPIES Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project.**

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 **Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment.** On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment.** Payment for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets

approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the

Engineer appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. **Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT** "E"- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT** "B", attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer.** The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified

in EXHIBIT "D", attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization.** All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in EXHIBIT "F" - *Supplemental Agreement Form*, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in EXHIBIT "D", attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner.** The **Owner** reserves

the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. **Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in EXHIBIT "D" attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. **Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound

engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 **Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 **Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner,** which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 **Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 **Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. **Ownership** and **Release of Documents.**

11.1 **Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon

completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 **Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 **Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some

purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. **Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. **Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. **Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the

Engineer covering any machines, apparatus, processes, articles, or products included in the Engineer's work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the Owner, or any other confidential information given to the Engineer by any of the Owner's commissioners, elected officials, employees, or representatives or acquired by the Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the Engineer's possession prior to such disclosure to the Engineer by the Owner or which is or shall lawfully be published or become part of general knowledge from sources other than the Engineer or which otherwise shall lawfully become available to the Engineer from a source other than the Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the Engineer in performing such work. Such information may, of course, be disclosed to

the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 **Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges

incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.** No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 **Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body

having jurisdiction. (c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

ARTICLE 18. **Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 **Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 **Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner,** is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 **Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. **Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act

of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. **Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee.** The provisions of this

Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. **Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than

two hundred fifty thousand dollars ($250,000) each person for bodily injury, five hundred thousand dollars ($500,000) each occurrence for bodily injury, and one hundred thousand dollars ($100,000) each occurrence for property damage.

(4) **Professional Liability** in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. **Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. **Non-collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. **Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only

exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. **Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. **Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:
Hidalgo County
1615 S. Closner, Ste., J
Edinburg, Texas 78539

ENGINEER:
L & G Consulting Engineers, Inc.
2100 West Expressway 83
Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. **Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and

complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2011.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4/12/11 RW

C-11-054-04-12

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court:

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A –Scope of Services to be provided by the Owner
EXHIBIT B –Scope of Services to be provided by the Engineer
EXHIBIT C –Work Schedule (to be issued with Work Authorization)
EXHIBIT D –Contract Rates
EXHIBIT E – Sample – Work Authorization Form
EXHIBIT F – Sample – Supplemental Agreement Form
EXHIBIT G– Certificate of Insurance *(Hidalgo County)*

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER

A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

B. TRAFFIC SIGNAL WARRANT STUDIES

The purpose of a traffic signal warrant study is to determine the necessity for a signal installation at an intersection, of two or more roadways based on safety and time delay benefits which may be derived by motorists and/or pedestrians. As a minimum, the warrant study shall include: analysis of vehicle and pedestrian volumes, analysis of existing traffic control (if any), analysis of the roadway, analysis of accident data and analysis of travel speeds. Analyses shall be performed in accordance with the procedures established in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

D. SPOT SPEED STUDIES

The purpose of a spot speed study is to measure the speed characteristics at a specified location for each direction of flow under the traffic and environmental conditions prevailing at the time of the study. Speed data may be collected manually or by automatic methods and shall be adequate sample size to satisfy statistical considerations.

E. LEFT TURN WARRANT STUDIES

The purpose of a left turn warrant analysis is to determine if a separate left turn lane is needed on an intersection approach. The intention of separating left turn traffic from through traffic is to improve safety and minimize delay due to lengthy queues and/or inefficient controller phasing. The analysis shall include study of vehicle movements at

the intersection, analysis of vehicle delay, analysis of existing traffic control and analysis of vehicle conflicts. Capacity analysis and signal optimization are not required as part of the analysis.

F. SPECIAL STUDIES

Special studies are traffic engineering studies other than those listed in Items A through D. The Engineer shall provide special studies to Hidalgo County on an as needed basis.

G. OTHER ENGINEERING SERVICES

Such services shall consist of traffic engineering services, and general engineering services, traffic designs and other specific engineering services not included within Section I., B through E. Services may also include submittal of official state and federal documents as well as attendance of meetings on the County's behalf upon the County's request.

It is expressly understood and agreed that the Engineer shall not furnish any work or services without the prior written authorization of the County setting forth the particular services requested and their specific application. The County shall have no obligation to pay for any such work or services which have been rendered without the prior written authorization of the County as hereinabove provided.

Prior to receiving written authorization for service under Item F (Special Studies), or Item G (Other Engineering Services) the Engineer shall prepare at no charge and deliver to the County an engineering cost for said services with a breakdown of expenses. It is expressly understood that the Engineer shall not furnish any work or services under Items F or G without prior written authorization of the County containing a maximum authorized fee for the approved services and a required date of completion of services.

EXHIBIT "C"

WORK SCHEDULE

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EXHIBIT "D-1"
CONTRACT RATES

FOR ADDITIONAL ENGINEERING SERVICES

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rates 2009

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 65.00	$ 195.65	$ 201.52	$ 207.57
Project Manager	$ -	$ -	$ -	$ -
Senior Engineer	$ 46.45	$ 139.81	$ 144.01	$ 148.33
Project Engineer	$ 37.00	$ 111.37	$ 114.71	$ 118.15
Design Engineer	$ 34.00	$ 102.34	$ 105.41	$ 108.57
EIT	$ 24.72	$ 74.41	$ 76.64	$ 78.94
Senior Engineer Tech	$ 24.04	$ 72.36	$ 74.53	$ 76.77
Engineer Tech	$ 23.00	$ 69.23	$ 71.31	$ 73.45
Junior Engineer Tech	$ 22.64	$ 68.15	$ 70.19	$ 72.30
Senior CADD Operator	$ 21.00	$ 63.21	$ 65.11	$ 67.06
CADD Operator	$ 19.00	$ 57.19	$ 58.91	$ 60.67
Senior Biologist	N/A			
Biologist	$ 16.00	$ 48.16	$ 49.60	$ 51.09
Senior Geologist	N/A			
Geologist	N/A			
Senior Environmental Scientist/Specialist	$ 43.00	$ 129.43	$ 133.31	$ 137.31
Environmental Secientist/ Specialist	$ 25.00	$ 75.25	$ 77.51	$ 79.83
Admin/Clerical	$ 17.50	$ 52.68	$ 54.26	$ 55.88

Overhead Rate: 161.75%
Profit Rate: 15%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55 / mile
Car Rental	$60.00/day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Rates Appoved (JG) 2/17/2011
Revision No. 2

EXHIBIT "D"
FEE SCHEDULE

COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

ITEM A. HCMPO REPRESENTATION / HCRMA UPDATE (STATUS & PROGRESS)

	SERVICE	BASIS OF COMPENSATION (HOURLY RATE)	NO. OF MEEETINGS PER MONTH	TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING	TOTAL
JACINTO GARZA, P.E.	HCMPO REPRESENTATION	$195.65	2	8 HOURS	$3,130.40
	HCRMA UPDATE STATUS & PROGRESS	$195.65	1	8 HOURS	$1,565.20
ANTHONY GARZA	HCMPO REPRESENTATION	$75.25	2	8 HOURS	$1,204.00
	HCRMA UPDATE STATUS & PROGRESS	$75.25	1	8 HOURS	$602.00
MARIE BUSTAMANTE	ADMINISTRATIVE PREPARATION-MPO	$52.68	2	2 HOURS	$210.72
	ADMINISTRATIVE PREPARATION-HCRMA	$52.68	1	2 HOURS	$105.36
	MILEAGE REIMBURSEMENT PER MEETING	$.55 / PER MILE	6	50 MILES ROUND TRIP	$165.00
				MONTHLY TOTAL COST	**$6,982.68**

***NOTE (ITEM A):**

ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.

ITEM B. MULTI-WAY STOP CONTROL WARRANT STUDY

Three/Four Approaches	$5,900.00/intersection	30

ITEM C. TRAFFIC SIGNAL WARRANT STUDY

Three/Four Approaches	$6,300.00/intersection	30

ITEM D. SPOT SPEED STUDY

Spot Speed Study	$2,800.00/location	15

ITEM E. LEFT TURN BAY WARRANT STUDY

Left Turn Warrant Studies	$4,700.00/intersection	30

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form EXHIBIT E

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

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

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

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

SAMPLE

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** 1.

HIDALGO COUNTY

BY:_____

SAMPLE

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2011.

THE ENGINEER:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2011 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement,** (article title), is revised to

_____
_____
_____
_____
_____

SAMPLE

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

Client#: 11734 LGLABOR

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
L & G Consulting Engineers, Inc.
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Steadfast Insurance Co.	26387
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Peerless Insurance Company	24198
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GPL967060502	07/19/10	07/19/11	EACH OCCURRENCE	$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
C		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA802134140	07/19/10	07/19/11	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF00010203000 YES	07/23/10	07/23/11	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
A		OTHER Professional Liability	GPL967060502	07/19/10	07/19/11	$2,000,000 agg $2,000,000 ea. occ	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing
Dept/Marth L Salazar, CPPB
Purchasing Agent 2812 S. Bulness
Hwy. 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation

AI-26052 **21.A.4.**

Approval of Final Execution of L&G Engineering
CC REGULAR

Date: 04/12/2011
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Approval to execute a professional engineer contract/agreement for the provision of traffic engineering and general engineering services for, "On Call Services-MPO and HCRMA , Traffic Studies," with L&G Consulting Engineering, as authorized & approved for negotiations by CC on 1-25-11;

b. Acceptance and approval of Work Authorization No. 1 as submitted by project engineer, L&G Consulting Engineering , for "Representing the County at MPO/HCRMA Technical Committee Meetings."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-429-30-125-014-0-334
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$70,000.00 available balance as of 04/06/2011.

Attachments

Link: contract
Link: WA#1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/31/2011 09:36 AM	APRV
2	Budget & Management	Erika Zamora	04/01/2011 10:24 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/06/2011 05:06 PM	APRV
4	Auditor's Office		04/07/2011 05:34 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/30/2011 03:40 PM
Final Approval Date: 04/07/2011

CC Meeting April 12, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
April 12, 2011
9:30 A.M.

OTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a PECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of ıe Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion nd possible action relating to the following business will be transacted:

. **Roll Call** Flores out

. **Pledge of Allegiance**

. **Prayer**

. **Approval of Consent Agenda**

. **Open Forum** Karina (LZ) Rio Grande Valley) - Juan Martinez (Fire Marshall) - Comm. Quintanilla employees weekend fire) Virginia -

Executive Officer - Valde Guerra:

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-26106** Approval to accept a settlement check from Chubb Group Insurance Company in the amount of $96.78 for damages sustained by water leak at County building. (Precinct 3)
approved

C. **AI-26104** Approval to accept a settlement check from American Electric Power Company in the amount of $4,874.12 to settle auto accident with County vehicle. (Planning Dept.)
approved

D. **AI-26088** Approval to accept settlement check from Endeavor General Insurance Agency in the amount of $405.40 to settle auto accident with County vehicle. (Sheriff Office)
approved

E. **AI-26061** Discussion, consideration and approval of General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA) for the period of ~~3/25/11 to 3/24/12~~ (not to exceed $250,00.00). April 12, 2011 - April 12, 2012
approved

F. **AI-26139** Requesting approval to reimburse employee Tomas Salazar #000124 for the purchase of fuel for the 2008 Ford F-150 (County Vehicle) Vin#
approved

CC Meeting April 12, 2011

CC Meeting April 12, 2011

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report a-c

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

4. AI-26052 a. Approval to execute a professional engineer contract/agreement for the provision of traffic engineering and general engineering services for, "On Call Services-MPO and HCRMA , Traffic Studies," with L&G Consulting Engineering, as authorized & approved for negotiations by CC on 1-25-11;

approved

b. Acceptance and approval of Work Authorization No. 1 as submitted by project engineer, L&G Consulting Engineering , for "Representing the County at MPO/HCRMA Technical Committee Meetings."

approved

5. AI-25875 Recommending award of bid and approval of contract to sole bidder meeting all specifications/requirements attached hereto for Hidalgo County(All Funding Sources)-"Hot Mix Cold Laid Road Material" RFB NO.: 2011-005-03-09-SGS.

approved

6. AI-26081 Recommendation to reject all bids received for Hidalgo County's Department of Health & Human Services-" Purchase of One (1) New Mobile Health Unit" through-RFB No. 2011-020-03-16-MEG as bidders did not meet specifications and/or requirements.

approved

B. Pct. 1

1. AI-26128 Consideration and approval of the following items in connection to Contract #C-10-235-07-20-Professional Engineering Services for "Mile 17 North between FM 1015 & Mile 5 West" with J. E. Saenz & Associates, Inc. as follow:

a. Rescind action taken by Commissioners Court on Agenda Item #23813 dated November 9, 2010 for authority to advertise "Construction Of Phase I Of Mile 17 Road From FM 1015 West To Mile 4 (Yellow Jacket Drive); and

approved

b. Authority to exercise thirty (30) day Notice of Termination to J. E. Saenz & Associates Inc. as provided under Contract #C-10-235-07-20 (Pg. 3, Art. #3, more specifically Sect. 3.4-Termination of Agreement-#5) in connection with: "Mile 17 North between FM 1015 & Mile 5 West" for the remaining Phases II and III only inasmuchas Phase I has been initiated;

approved

c. Authority for Hidalgo County Precinct No. 1 to issue payments (if applicable) in connection to services rendered under Phase I pursuant to payment procedures.

approved

C. Pct. 2

CC Meeting April 12, 2011

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 11-054-04-12
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "Engineer".

PART 1. SCOPE OF WORK

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

The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization will be based on an as per meeting attended basis and any additional services requested will be at the hourly rates provided in the contract. See Exhibits "D-1" Fee Schedule and "D-1" Contract Rates.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on January 25, 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

Approved by Commissioners' Court
on 4/12/11 RD

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule (Omitted)
Exhibit D – Fee Schedule
Exhibit D-1 Contract Rates

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER

A. REPRESENT COUNTY

1. The scope of work for Professional services includes serving as Hidalgo County's Technical Committee Representative at the Hidalgo County Metropolitan Planning Organization (HCMPO). The Engineer will coordinate with the County's MPO Policy Representative. The Engineer will attend the HCMPO technical and policy meetings, and upon request, attend Commissioner's Court meetings. Additionally, the Engineer upon the request of the Commissioner's Court will meet to discuss strategies for completing projects that may be eligible for federal and/or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.

2. The Engineer will update the County Judge and each Commissioner on the status and progress of the Hidalgo County Regional Mobility Authority (HCRMA) in monthly progress reports associated with each billing.

EXHIBIT "D"
FEE SCHEDULE

COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

	SERVICE	BASIS OF COMPENSATION (HOURLY RATE)	NO. OF MEEETINGS PER MONTH	TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING	TOTAL
JACINTO GARZA, P.E.	HCMPO REPRESENTATION	$195.65	2	8 HOURS	$3,130.40
	HCRMA UPDATE STATUS & PROGRESS	$195.65	1	8 HOURS	$1,565.20
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	MILEAGE REIMBURSEMENT PER MEETING	$.55 / PER MILE	6	50 MILES ROUND TRIP	$165.00
				MONTHLY TOTAL COST	**$6,982.68**

***NOTE (ITEM A):**

ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.

EXHIBIT "D-1"
CONTRACT RATES

FOR ADDITIONAL ENGINEERING SERVICES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rates 2009

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
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Project Manager	$ -	$ -	$ -	$ -
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Project Engineer	$ 37.00	$ 111.37	$ 114.71	$ 118.15
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Engineer Tech	$ 23.00	$ 69.23	$ 71.31	$ 73.45
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Senior Biologist	N/A			
Biologist	$ 16.00	$ 48.16	$ 49.60	$ 51.09
Senior Geologist	N/A			
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Senior Environmental Scientist/Specialist	$ 43.00	$ 129.43	$ 133.31	$ 137.31
Environmental Secientist/ Specialist	$ 25.00	$ 75.25	$ 77.51	$ 79.83
Admin/Clerical	$ 17.50	$ 52.68	$ 54.26	$ 55.88

Overhead Rate: 161.75%
Profit Rate: 15%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55 / mile
Car Rental	$60.00/day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Rates Appoved (JG) 2/17/2011
Revision No. 2

approved

2. AI-28041 Requesting approval of Work Authorization #4 in the amount of $4,496.64 from L&G Engineering Laboratory, LLC to provide Construction Materials Testing Services for Mile 12½ North Road (between FM 88 & Mile 4) Project in Hidalgo County Precinct 1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).

approved

3. AI-27957 a. Pursuant to current contract with L&G (Article 14 of Contract #C-11-054-04-12), a request by engineer to permit the subcontracting of Ergonomic Transportation Solution Inc. in connection to request for action on Work Authorization #2 of the Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road In Precinct 1; and

approved

b. Acceptance and approval of Work Authorization #2-in the amount of $5,900.00 to conduct a Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road in Precinct 1 as submitted by the project Engineer L&G Engineering in connection with Contract #C-11-054-04-12-Professional Engineering Services On-Call Services-MPO and HCRMA, Traffic Studies County Wide Projects.

C. Pct. 3

approved

1. AI-28008 a. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "Mile 2 Road Project (Moorefield Road to La Homa Road) for Precinct No. 3 ," with L & G Consulting Engineers Inc., as authorized & approved for negotiations by CC on 06/29/11.

approved

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $490,606.33) for provision of engineering services required by Pct. #3 consisting of: ROW Mapping, Surveying, Right-of-Way Acquisition and Roadway Design for Mile 2 North Project from Moorefield Rd West to SH 364 (La Homa Rd)" with L&G Engineering under contract No. C-11-195-08-16

approved

2. AI-28007 Approval to execute contract awarded by CC on 07/19/11 to Valley Boring Service, LLC., in the amount of $73,160.00 for the ""Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal," and authorize project engineer, Javier Hinojosa Engineering, to issue and forward "Notice to Proceed" to contractor,.

approved

3. AI-27948 Requesting approval of a professional architectural services contract with ERO Architects for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 3 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/21/11).

approved

4. AI-28006 Acceptance and approval to execute a Construction Material Testing Services contract with L&G Engineering Laboratory LLC for Precinct No. 3 (on an as needed basis) Projects as approved by CC for negotiations on CC 07/12/11.

D. Health & Human Services Dept.

approved

1. AI-27956 Requesting approval of Change Order No. 3 inceasing number of days for completion of project: "Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements", awarded to The 5125 Company Contract No. C-10-050-03-23 with authority for County Judge or Court Member to execute document.

E. WIC

approved

1. AI-27487 Presentation of bid(s) received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract by Commissioners Court for the Request for Bid titled: Hidalgo County WIC Program-"Lease Office Space-City of Donna" through project No.: 2011-151-07-06-SGS.

F. Community Service Agency

approved

1. AI-27839 Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo

APPROVED

AI-27957 **41. D. 0.**
CC REGULAR
Meeting Date: 08/16/2011
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Pursuant to current contract with L&G (Article 14 of Contract #C-11-054-04-12), a request by engineer to permit the subcontracting of Ergonomic Transportation Solution Inc. in connection to request for action on Work Authorization #2 of the Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road In Precinct 1; and

b. Acceptance and approval of Work Authorization #2-in the amount of $5,900.00 to conduct a Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road in Precinct 1 as submitted by the project Engineer L&G Engineering in connection with Contract #C-11-054-04-12-Professional Engineering Services On-Call Services-MPO and HCRMA, Traffic Studies County Wide Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-33

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

BUDGETARY IMPACT:

Req #200639 for L & G Engineering Laboratory, LLC-Amount available as of 8-10-11 $5,900.00 in relation to WA #2 to conduct a Multi-Way Stop Control Study at the intersection of La Blanca Rd. & Sioux Rd in Pct. 1.

Attachments

WORK AUTHORIZATION #2
CONTRACT DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/10/2011 11:56 AM
Budget & Management	Merlen P. Munoz	08/10/2011 01:33 PM
Ivan Cantu	Ivan Cantu	08/10/2011 04:15 PM
Purchasing Department	Marty Salazar	08/10/2011 11:56 AM
Budget & Management	Merlen P. Munoz	08/10/2011 01:33 PM

Ivan Cantu	Ivan Cantu	08/10/2011 04:15 PM
Auditor's Office		
Form Started By: Vangie Garcia		Started On: 08/09/2011 01:47 PM

L&G Engineering
Transportation Consultants

August 8, 2011

The Honorable Joe Quintanilla
Hidalgo County Precinct No. 1 Commissioner
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Hidalgo County MPO Contract (C-11-054-04-12)
Work Authorization No. 2 – Multi Way Stop Control Warranty Study

Dear Commissioner Quintanilla:

As requested, attached for your review, approval and further processing to the County are two signed originals of Work Authorization No. 2 in the amount of $5,900.00. This Work Authorization is to conduct a Multi-Way Stop Control Warrant Study at the intersection of Old La Blanca Road and Sioux Road in Precinct No. 1.

Attached you will find the following documents:

- Work Authorization No. 2
  - Exhibit A "Services to be provided by Owner"
  - Exhibit B "Services to be provided by the Engineer"
  - Exhibit C "Work Schedule" (Omitted)
  - Exhibit D "Fee Schedule" Page 1 of 3
  - Exhibit D-1 "Fee Schedule" Page 2 of 3
  - Exhibit D-2 "ETSI Fee Schedule" Page 3 of 3

As per, Article 14 - Subcontracting and Assignment of the approved Agreement, we hereby notify you that L&G Engineering will be utilizing the services of Ergonomic Transportation Solutions Inc. (E.T.S.I.), for Work Authorization No. 2. ETSI's information is included in our RFQ (2011-001-01-05-YSI) Submittal to the County on January 5, 2011.

We look forward to working with you and your staff on this project. Should you have any questions regarding this submittal, please do not hesitate to call either Mr. Gustavo O. Lopez, P.E. at (956) 585-1909 or Mr. Anthony Garza at (956) 565-9813.

Sincerely,
L& G ENGINEERING

Maria La G- Garza

for: Jacinto Garza, P.E.
CEO/Project Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 11-054-04-12
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

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

The scope of work for Professional services is to conduct a multi-way stop control warrant study at the intersection of La Blanca Road and Sioux Road within Hidalgo County Precinct No. 1. The warrant study will follow the required guidelines listed in the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD), latest edition and in to Hidalgo County's requirements.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization No. 2 will be based on services requested and warrant study provided as identified on Exhibit "D" Contract Rates – Item B. Multi-Way Stop Control Warranty Study (Qty 1) $5,900.00.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.2 shall be funded through funding source:
Account No. 1-1200-431-00-121-005-0-334
Requisition Number 200639 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Joel Quintanilla as to the content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1

By: Joel Quintanilla

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 16th day of August 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia
County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 8/16/11

LIST OF ATTACHMENTS

Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule (Omitted)
Exhibit D – Fee Schedule

D-1
D-2

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

1. Hidalgo County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. Hidalgo County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization.

3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, state and federal agencies.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

EXHIBIT "B"

SERVICES TO BE PROVIDED BY THE ENGINEER

B. MULTI – WAY STOP CONTROL WARRANT STUDIES

The purpose of a multi-way stop sign study is to determine if installation of stop signs at the intersection of two or more roadways will benefit motorists from a safety standpoint. As a minimum, the warrant study shall include: analysis of existing traffic control (if any), analysis of accident data, analysis of vehicle and pedestrian volumes, and analysis of travel speed.

C. TRAFFIC SIGNAL WARRANT STUDIES

The purpose of a traffic signal warrant study is to determine the necessity for a signal installation at an intersection, of two or more roadways based on safety and time delay benefits which may be derived by motorists and/or pedestrians. As a minimum, the warrant study shall include: analysis of vehicle and pedestrian volumes, analysis of existing traffic control (if any), analysis of the roadway, analysis of accident data and analysis of travel speeds. Analyses shall be performed in accordance with the procedures established in the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

D. SPOT SPEED STUDIES

The purpose of a spot speed study is to measure the speed characteristics at a specified location for each direction of flow under the traffic and environmental conditions prevailing at the time of the study. Speed data may be collected manually or by automatic methods and shall be adequate sample size to satisfy statistical considerations.

E. LEFT TURN WARRANT STUDIES

The purpose of a left turn warrant analysis is to determine if a separate left turn lane is needed on an intersection approach. The intention of separating left turn traffic from through traffic is to improve safety and minimize delay due to lengthy queues and/or inefficient controller phasing. The analysis shall include study of vehicle movements at the intersection, analysis of vehicle delay, analysis of existing traffic control and analysis of vehicle conflicts. Capacity analysis and signal optimization are not required as part of the analysis.

EXHIBIT "D"
FEE SCHEDULE

COMPENSATION AND TIME FOR PERFORMANCE AT HCMPO MEETINGS

The Engineer's compensation and the time for performance for services under this agreement shall be as set forth below:

ITEM A. HCMPO REPRESENTATION / HCRMA UPDATE (STATUS & PROGRESS)

	SERVICE	BASIS OF COMPENSATION (HOURLY RATE)	NO. OF MEEETINGS PER MONTH	TIME FOR PERFORMANCE (HOURS / MILES) PER MEETING	TOTAL
JACINTO GARZA, P.E.	HCMPO REPRESENTATION	$195.65	2	8 HOURS	$3,130.40
	HCRMA UPDATE STATUS & PROGRESS	$195.65	1	8 HOURS	$1,565.20
ANTHONY GARZA	HCMPO REPRESENTATION	$75.25	2	8 HOURS	$1,204.00
	HCRMA UPDATE STATUS & PROGRESS	$75.25	1	8 HOURS	$602.00
MARIE BUSTAMANTE	ADMINISTRATIVE PREPARATION-MPO	$52.68	2	2 HOURS	$210.72
	ADMINISTRATIVE PREPARATION-HCRMA	$52.68	1	2 HOURS	$105.36
	MILEAGE REIMBURSEMENT PER MEETING	$.55 / PER MILE	6	50 MILES ROUND TRIP	$165.00
				MONTHLY TOTAL COST	**$6,982.68**

***NOTE (ITEM A):**

ADDITIONAL MEETINGS, PREPARATION OF LETTERS AND COORDINATION WITH VARIOUS ENTITIES WILL BE PROVIDED AND CHARGED AT THE RATES LISTED ON EXHIBIT "D-1" CONTRACT RATES.

ITEM B. MULTI-WAY STOP CONTROL WARRANT STUDY
Three/Four Approaches $5,900.00/intersection 30

ITEM C. TRAFFIC SIGNAL WARRANT STUDY
Three/Four Approaches $6,300.00/intersection 30

ITEM D. SPOT SPEED STUDY
Spot Speed Study $2,800.00/location 15

ITEM E. LEFT TURN BAY WARRANT STUDY
Left Turn Warrant Studies $4,700.00/intersection 30

EXHIBIT "D-1"
FEE SCHEDULE
WORK AUTHORIZATION NO. 2
MULTI-WAY STOP CONTROL WARRANT STUDY

TASK	COMPENSATION	QUANTITY	TOTAL COST
WORK AUTHORIZATION NO. 2			
SERVICES PROVIDED BY L&G ENGINEERING			
Contract Management	1,004.04	1	1,004.04
SERVICES PROVIDED BY SUB-CONSULTANT			
Item B. Multi-Way Stop Control Warrant Study *See Attachment D-2 from ETSI (Subconsultant)*	$ 4,895.96	$ 1.00	$ 4,895.96
Total Work Authorization No. 2			**$5,900.00**

EXHIBIT "D-2"
FEE SCHEDULE

TYPE 2 - MULTI-WAY STOP CONTROL WARRANT STUDIES BUDGET BREAKDOWN

Ergonomic Transportation Solutions, Inc.

MULTI-WAY STOP CONTROL WARRANT STUDIES - INCLUDES 3 LEGGED OR 4-LEGGED SIMPLE INTERSECTIONS			MANHOURS				
			Project Manager	Traffic Engineer	CADD/ Designer	Administrative Assistant	Total
TASK							
	1	Conduct Field Investigations, Collect Field Data (including photos)			4		4
	2	Assess Spot Speed Data		2	3		5
	3	Request Accident Data & Conduct Accident Analysis		4			4
	4	Prepare Collision Diagram			6		6
	5	Prepare Intersection Exhibit		2	8		10
	6	Conduct Warrant Analysis		6			6
	7	Prepare Photo Album			3		3
	8	Make recommendations		2			2
	9	Prepare Warrant Report	2	6		2	10
		Subtotal	**2**	**22**	**24**	**2**	**50**

Total Sheets/Labor Hours		**2**	**22**	**24**	**2**	**50**
Contract Rates		$ 50.40	$ 30.80	$ 22.00	$ 18.00	
Direct Salary Cost		$ 100.80	$ 677.60	$ 528.00	$ 36.00	$ 1,342.40
Overhead Multiplier	165.260%	$ 166.58	$ 1,119.80	$ 872.57	$ 59.49	$ 2,218.45
Fixed Fee	12.50%	$ 33.42	$ 224.68	$ 175.07	$ 11.94	$ 445.11
Total Labor Costs		**$ 300.80**	**$ 2,022.08**	**$ 1,575.64**	**$ 107.43**	**$ 4,005.96**

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES

Printing Reproduction	$	45.00
Travel (mileage)	$	25.00
Delivery	$	20.00
Collect 12 hr Turning Movement Counts	$	550.00
Collect Spot Speed Data	$	250.00
Total Expenses	**$**	**890.00**

ETSI Total Cost **$ 4,895.96**

AI-31241 **10. C.**

CC CONSENT

Meeting Date: 03/06/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Application for Payment No.1 in the amount of $100,150.65 from Saenz Utility Constractors, awarded contractor for "El Dora Road Street & Drainage Improvement Project", #C-11-043A-06-28 as certified for payment by project engineer, Raul E. Sesin, with the authority to issue payment after audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-052-0-731

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

BUDGETARY IMPACT:

PO #662862 available balance in the amount of $177,980.05 as of 2/27/2012.

Attachments

Pmt No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/02/2012 12:01 PM
Budget & Management	Merlen P. Munoz	03/02/2012 12:57 PM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Yolanda Cisneros Started On: 02/27/2012 05:47 PM

Final Approval Date: 03/02/2012

APPLICATION FOR PAYMENT NO. 1

To: **Hidalgo County Precinct No. 2** (OWNER)
From: **Saenz Utility Contractors, Ltd.** (CONTRACTO
Contract: **C-11-043A-06-28**
Project: **El Dora Road Street and Drainage Improvements Project**
Owner's Contract No. **C-11-043A-06-28** Engineer's Project No. _____
For Work accomplished through the date of: **February 27, 2012**

1. Original Contract Price:		$177,980.05
2. Net change by Change Order and Written Agreements(+or-):		$ -
3. Current Contract Price (1 plus 2):		$177,980.05
4. Total completed and stored to date:		$111,278.50
5. Retainage (per Agreement):		
Penalties for construction delays		
10% of completed Work:	$11,278.50	
_____ of stored material		
Total Retainage:		$ 11,127.85
6. Total completed and stored to date less retainage (4 minus 5)		$100,150.65
7. Less previous Application for Payments:		$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$100,150.65

Accompanying Documentation:

Original payroll reports for period of November 21, 2011 through December 31, 2011

PO # 662862
2-1200-431-00-122-052-0-731
Req # 201332

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 2-28-12

Saenz Utility Contractors
CONTRACTOR
By: Pedro Saenz

State of TEXAS
County of Hidalgo
Subscribed and sworn to before me this 28th day of February, 2012

IRMA CELIA CASTILLO
Notary Public, State of Texas
My Commission Expires
11-10-2012

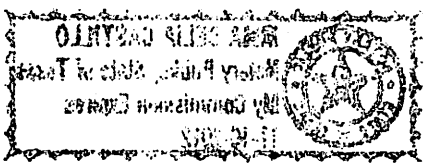
Irma Celia Castillo
Notary Public
My Commission expires: 11-10-2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 02/28/12

Hidalgo County Planning Dept.
ENGINEER
By: _____ PE

INVOICE RECEIVED BY:
ON 2/29/12
GOODS/SERVICES RECEIVED BY:
ON 2/29/12



Saenz Utility Contractos, LTD	Contractor Name		Application No.:	1 (FIRST)	
11/4/2011	Starting Date		Application Date:	2/27/2012	
3/13/2012	Project Ending Date		Period To:	11/04/2011 TO 12/31/2011	
El Dora rd Street & Drainage Improvements	Engineer's / County Project Description		Engineer's / County Project No.:	C-11-043A-06-28	

					Original Schedule Value			Value		First Month			Second Month			Third 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)	Total to Date	Quan	Dollars
		Base Bid																			
1		Prime Coat (MC-30) Entire Base	SY	$ 0.85	11,738.0	9,977.30	$ -	0.0	-		0	-	0	0	-	-	-	-	-	11,738.0	9,977.30
2		10" Compacted Caliche Base (labor only)	SY	$ 2.00	7,104.0	14,208.00	$ -	0.0	-		0	-	0	0	-	-	-	-	-	7,104.0	14,208.00
3		5" Compacted Caliche Base (labor only)	SY	$ 2.80	6,796.0	19,028.80	$ -	0.0	-	6796	0	19,028.80	0	0	-	-	-		19,028.80	0.0	0.00
4		Excavate, treat and rework existing caliche	SY	$ 3.85	13,282.0	51,135.70	$ -	0.0	-	13282	0	51,135.70	0	0	-	-	-	-	51,135.70	0.0	0.00
5		Traffic Control	LS	$ 6,200.00	1.0	6,200.00	$ -	0.0	-	1	0	6,200.00	0	0	-	-	-	-	6,200.00	0.0	0.00
6		Type "A" Barrier Concrete Curb & Gutter	LF	$ 5.25	4,525.0	23,756.25	$ -	0.0	-		0	-	0	0	-	-	-	-	-	4,525.0	23,756.25
7		4" Compacted Caliche base for Driveways	SY	$ 4.75	673.0	3,196.75	$ -	0.0	-		0	-	0	0	-	-	-	-	-	673.0	3,196.75
8		4" Concrete Driveway	SY	$ 3.65	105.0	383.25	$ -	0.0	-		0	-	0	0	-	-	-	-	-	105.0	383.25
9		6' Concrete Valley Gutter	LF	$ 20.00	154.0	3,080.00	$ -	0.0	-		0	-	0	0	-	-	-	-	-	154.0	3,080.00
10		Themoplastic Pavement Markings	LS	$ 11,600.00	1.0	11,600.00	$ -	0.0	-		0	-	0	0	-	-	-	-	-	1.0	11,600.00
11		Concrete Chute	EA	$ 250.00	2.00	500.00	$ -	0.0	-		0	-	0	0	-	-	-		-	2.0	500.00
12		Erosion Control	LS	$ 8,350.00	1.0	8,350.00	$ -	0.0	-	1	0	8,350.00	0	0	-	-			8,350.00	0.0	0.00
		Total Roadway				**151,416.05**			-	3		**84,714.50**			-			-	**84,714.50**		**66,701.55**
		ALTERNATE NO 6																			
1		Tensar TX 5 GEOGRID (Material & Labor)	S.Y.	$ 2.00	13,282.0	26,564.00	$ -	0.0	-	13282	0	26,564.00		0	-	-	-	-	26,564.00	0.0	0.00
		Total Alternate NO 6				**26,564.00**			-			**26,564.00**			-			-	**26,564.00**		**0.00**
		TOTAL AMOUNTS:				**177,980.05**			-			**111,278.50**			-			-	**111,278.50**		**66,701.55**

Pedro Saenz
Print Name

2-27-12
Date

Pedro Saenz
Signature

Exhibit E-D

Estimate Quantity Update Worksheet

Colonia: El Dora Rd & Drainage Improvements
Roadway: El Dora Road
Control:
Project No: C-11-043A-06-28
County: Hidalgo County
Est. No: 1

Contractor: Saenz Utility Contractors, LTD.
Contract Price: $194,336.81
Work Done this Mo.: $111,278.50
% Complete: 57.26%

Date Began: 4-Nov
Contract Time: 135
Time Charged: 90
% Time Used: 66.67%

Work Type: Paving
Limits:
From: Cesar Chavez
To: Retama St

						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)
	Base Bid													
1	Prime Coat (MC-30) Entire Base	SY	11,738.0	$ 0.85	$9,977.30		0	$0.00		0	$0.00		0	0.00
2	10" Compacted Caliche Base (labor only)	SY	7,104.0	$ 2.00	$14,208.00		0	$0.00		0	$0.00		0	0.00
3	5" Compacted Caliche Base (labor only)	SY	6,796.0	$ 2.80	$19,028.80	6796	6796	$19,028.80		0	$0.00		0	0.00
4	Excavate, treat and rework existing caliche	SY	13,282.0	$ 3.85	$51,135.70	13282	13282	$51,135.70		0	$0.00		0	0.00
5	Traffic Control	LS	1.0	$ 6,200.00	$6,200.00	1	1	$6,200.00		0	$0.00		0	0.00
6	Type "A" Barrier Concrete Curb & Gutter	LF	4,525.0	$ 5.25	$23,756.25		0	$0.00		0	$0.00		0	0.00
7	4" Compacted Caliche base for Driveways	SY	673.0	$ 4.75	$3,196.75		0	$0.00		0	$0.00		0	0.00
8	4" Concrete Driveway	SY	105.0	$ 3.65	$383.25		0	$0.00		0	$0.00		0	0.00
9	6' Concrete Valley Gutter	LF	154.0	$ 20.00	$3,080.00		0	$0.00		0	$0.00		0	0.00
10	Themoplastic Pavement Markings	LS	1.0	$ 11,600.00	$11,600.00		0	$0.00		0	$0.00		0	0.00
11	Concrete Chute	EA	2.00	$ 250.00	$500.00		0	$0.00		0	$0.00		0	0.00
12	Erosion Control	LS	1.0	$ 8,350.00	$8,350.00	1	1	$8,350.00		0	$0.00		0	0.00
	Alternate NO 6													
1	Tensar TX 5 GEOGRID (Material & Labor)	SY	13,282.0	$ 2.00	$26,564.00	13282	13282	$26,564.00		0	$0.00		0	0.00
										0	$0.00		0	0.00

Monthly Totals:	$111,278.50	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Base Bid	$84,714.50	$0.00	0.00
Alternate NO 6	$26,564.00	$0.00	0.00
Change Order 2	$0.00	$0.00	0.00
Change Order 3	$0.00	$0.00	0.00

Total to Date

Base Bid	$84,714.50
Alternate NO 6	$26,564.00
Change Order 2	$0.00
Change Order 3	$0.00
Total	$111,278.50

Prepared and Checked By:

Signature: Pedro Saenz
Printed Name: Pedro Saenz - Manager
General Partner

Date: 2-27-12

AI-31240 **10. D.**

CC CONSENT

Meeting Date: 03/06/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Request approval of Application for Payment No.5 in the amount of $84,740.00 from Asago Construction, awarded contractor #c-11-161-07-05, for " El Gato Road Improvement Project", an as certified for payment by project engineer, R. Gutierrez Engineering Corporation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-051-0-XXX

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

BUDGETARY IMPACT:

PO #662525 available balance in the amount of $241,874.50 as of 2/27/2012

Attachments

Pymt #5

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:19 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:53 PM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Yolanda Cisneros Started On: 02/27/2012 05:36 PM

Final Approval Date: 03/02/2012

APPLICATION FOR PMT #5

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: 31-Jan-2012

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:		$ 491,124.30
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 24,556.22	
	5% of stored material:	$ -	
	Total Retainage:		$ 24,556.22
6.	% of Construction $ Amount Completed:		
	76% of contracted $ amount has been completed		
7.	% of Construction Time Completed:		
	120 Original Contract Time in Calendar Days		
	57 Net change by Change Orders and Written Agreements (+ or -)		
	177 Current Contract Time		
	148 Total Contract Days Used to Application Date in Calendar Days		
	0 Total Rain Days Charged to Date		
	84% of contract days have been completed		
8.	Total completed and stored to date less retainage (4 minus 5):		$ 466,568.08
9.	Less previous Application for Payments:		$ (381,828.08)
10.	Balance to Finish:		$ 152,674.50
11.	AMOUNT DUE THIS APPLICATION (8 MINUS 9):		**$ 84,740.00**

PO # 462525
2-1200-431-00-122-051-0-731
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 #5 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-Feb-12

Asago Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 10th day of February 2012

JAIME JAIMEZ, JR
Notary Public, State of Texas
My Commission Expires
December 16, 2015

Notary Public

My Commission expires: 12/16/15

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 6-Feb-12

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____ P.E.

INVOICE RECEIVED BY:
Olga Lorma ON 2/14/12

GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 2/14/12

JAIME JAIMEZ, JR
Notary Public, State of Texas
My Commission Expires
December 16, 2015

Contractor Name:	Asago Construction
Starting Date:	September 5, 2011
Project Ending Date:	February 29, 2012
Retainage Percent:	5%

Application:	PMT #5
Application Date:	February 6, 2012
Period To:	January 31, 2012
Engineer Firm	R. Gutierrez Engineering Corp.

		Original Values and Change Orders				
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	C.O. #4 Schedule Value
5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731	Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements	$ 643,798.80				
	TOTALS:	$ 643,798.80	$ -	$ -	$ -	$ -

		Payment Application #1			Payment Application #2		
Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731	Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements	$ 186,023.00	$ 9,301.15	$ 176,721.85	$ 81,526.00	$ 4,076.30	$ 77,449.70
	TOTALS:	$ 186,023.00	$ 9,301.15	$ 176,721.85	$ 81,526.00	$ 4,076.30	$ 77,449.70

		Payment Application #3			Payment Application #4		
Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731	Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements	$ 62,355.80	$ 3,117.79	$ 59,238.01	$ 72,019.50	$ 3,600.98	$ 68,418.52
	TOTALS:	$ 62,355.80	$ 3,117.79	$ 59,238.01	$ 72,019.50	$ 3,600.98	$ 68,418.52

		Payment Application #5			Payment Application #6		
Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731	Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements	$ 89,200.00	$ 4,460.00	$ 84,740.00		$ -	$ -
	TOTALS:	$ 89,200.00	$ 4,460.00	$ 84,740.00	$ -	$ -	$ -

		Payment Application #7			Payment Application #8		
Contract Number	Description	Application Amt	Retainage	Payment	Application Amt	Retainage	Payment
5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731	Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements	$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -	$ -	$ -

		Totals to Date and Balance to Finish				
Contract Number	Description	Completed to Date	Retainage to Date	Total Completed less Retainage	Previous Payments	Balance to Finish
5008/09/10/11-92-0311-5000-9200-UCP-ML & 1-1339-431-00-122-031-0-731	Hidalgo County Pct. 2 – S Tower Road – Street & Drainage Improvements	$ 491,124.30	$ 24,556.22	$ 466,568.08	$ 381,828.08	$ 152,674.50
	TOTALS:	$ 491,124.30	$ 24,556.22	$ 466,568.08	$ 381,828.08	$ 152,674.50

Quantity Worksheet

Contractor Name: Asago Construction
Starting Date: 5-Sep-2011
Project Ending Date: 29-Feb-2012
Engineer's / County Project Desc: ROAD & DRAINAGE CONSTRUCTION OF EL GATO ROAD IMPROVEMENTS

Application: PMT #5
Application Date: 6-Feb-2012
Period To: 31-Jan-2012
Engineer's / County Project No.: ENG09.022A

No.	Item Code	Description	Unit	Original Schedule Value			Application #1			Application #2			Application #3			Application #4			Application #5				Balance To Finish	
				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)	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	10.00	38.98	$ 600.00		38.98	$ -	$ 2,338.80	0.00	$ -
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	2,000.00	14,000.00	$ 4,000.00	3,000.00	17,000.00	$ 6,000.00	$ 34,000.00	4,717.00	$ 3,434.00
3		Embankment (Final) (Esns. Cont.) (Ty C)	CY	$ 15.00	318.00	$ 4,770.00		-	$ -		-	$ -	206.00	206.00	$ 3,090.00	50.00	256.00	$ 750.00	40.00	296.00	$ 600.00	$ 4,440.00	62.00	$ 330.00
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	3,205.00	6,705.00	$ 1,602.50		6,705.00	$ -	$ 3,352.50	0.00	$ -
5		Cell Fbr Mlch Seed (Temp)(Cool)	SY	$ 0.50	6,705.00	$ 3,352.50		-	$ -		-	$ -		-	$ -		-	$ -	5,364.00	5,364.00	$ 2,682.00	$ 2,682.00	6,705.00	$ 670.50
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	$ -	7,378.00	15,378.00	$ 7,378.00	2,000.00	17,378.00	$ 2,000.00	$ 17,378.00	7,689.00	$ 5,689.00
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	6,206.00	16,206.00	$ 9,309.00	3,500.00	19,706.00	$ 5,250.00	$ 29,559.00	8,103.00	$ 6,904.50
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	$ -	6,000.00	14,000.00	$ 9,000.00	3,378.00	17,378.00	$ 5,067.00	$ 26,067.00	9,067.00	$ 8,533.50
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	190.00	463.00	$ 32,300.00	87.00	550.00	$ 14,790.00	$ 93,500.00	253.00	$ 28,220.00
11		Prime Coat (MC-30)	GAL	$ 6.00	6,265.00	$ 37,590.00		-	$ -		-	$ -	2,085.00	2,085.00	$ 12,510.00		2,085.00	$ -	2,492.00	4,577.00	$ 14,952.00	$ 27,462.00	4,180.00	$ 10,128.00
12		Cut & Restore Pavement	SY	$ 50.00	55.20	$ 2,760.00		-	$ -	55.20	55.20	$ 2,760.00		55.20	$ -		55.20	$ -		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	$ -		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	$ -		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	$ -		146.00	$ -		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	$ -		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	$ -		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	$ -		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	$ -		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	$ -		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	$ -		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	$ -		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	800.00	3,800.00	$ 6,400.00	1,504.00	5,304.00	$ 12,032.00	$ 42,432.00	3,949.00	$ 19,560.00
26		Conc. Valley Gutter (6-Ft)	LF	$ 8.00	600.00	$ 4,800.00		-	$ -		-	$ -	150.00	150.00	$ 1,200.00	85.00	235.00	$ 680.00	170.00	405.00	$ 1,360.00	$ 3,240.00	365.00	$ 1,560.00
27		Driveways (Asphalt Concrete Pavement)	SY	$ 20.00	878.00	$ 17,560.00		-	$ -		-	$ -		-	$ -		-	$ -	369.00	369.00	$ 7,380.00	$ 7,380.00	878.00	$ 10,180.00
28		Driveways (Brick Pavers)	SY	$ 50.00	18.70	$ 935.00		-	$ -		-	$ -		-	$ -		-	$ -	18.70	18.70	$ 935.00	$ 935.00	18.70	$ -
29		Turnout (Asphalt Concrete Pavement)	SY	$ 20.00	429.60	$ 8,592.00		-	$ -		-	$ -		-	$ -		-	$ -	351.60	351.60	$ 7,032.00	$ 7,032.00	429.60	$ 1,560.00
30		Curb Ramps (TY 9)	EA	$ 700.00	10.00	$ 7,000.00		-	$ -	2.00	2.00	$ 1,400.00		2.00	$ -		2.00	$ -	4.00	6.00	$ 4,200.00	$ 4,200.00	8.00	$ 2,800.00
31		Sidewalk (Conc) (5-Ft)	SY	$ 40.00	520.00	$ 20,800.00		-	$ -	200.00	200.00	$ 8,000.00		200.00	$ -		200.00	$ -	63.00	263.00	$ 2,520.00	$ 10,520.00	320.00	$ 10,280.00
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		4.00	$ -		4.00	$ -	6.00	10.00	$ 2,400.00	$ 4,000.00	10.00	$ 1,600.00
33		Remove Small Roadside Sign Supp & Assem	EA	$ 100.00	8.00	$ 800.00		-	$ -	4.00	4.00	$ 400.00		4.00	$ -		4.00	$ -	4.00	8.00	$ 400.00	$ 800.00	4.00	$ -
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	$ -		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		98.00	$ -		98.00	$ -	$ 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	$ -		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		117.00	$ -		117.00	$ -	$ 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		4.00	$ -		4.00	$ -	$ 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		3.00	$ -	1.00	4.00	$ 1,000.00	$ 4,000.00	1.00	$ -
45		Temporary Sediment Control Fence	LF	$ 4.00	324.00	$ 1,296.00		-	$ -	324.00	324.00	$ 1,296.00		324.00	$ -		324.00	$ -		324.00	$ -	$ 1,296.00	0.00	$ -
								-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
								-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
								-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
								-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
								-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
								-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
								-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
		TOTAL ROAD IMPROVEMENT AMOUNTS:				643,798.80			186,023.00			81,526.00			62,355.80			72,019.50			89,200.00	491,124.30		152,674.50

Printed Name: Javier Gutierrez Date: 6-Feb-2012

Signature:

AI-31155 **10. E.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to delete/cancel fuel card(s) and/or driver(s) for:
1. Right of Way
2. Purchasing Department

BACKGROUND

Attachments

right away request form

PURCHASING REQUEST FORM

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/23/2012 01:21 PM
Budget & Management	Merlen P. Munoz	02/23/2012 02:21 PM
Olga Garza	Olga Garza	02/24/2012 01:40 PM
Auditor's Office	Arcilia Duran	02/28/2012 05:06 PM

Form Started By: Nielda Cavazos Started On: 02/21/2012 03:35 PM

Final Approval Date: 02/28/2012

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☒ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: RIGHT OF WAY
Billing Address: 2818 S. BUSINESS HWY 281 EDINBURG, TX 78539
Fuel Card Manager: REBECCA GOMEZ
This person can not have use of the fuel card
Phone Number: 956-283-8134 **County Email:** rebecca.gomez@co.hidalgo.tx.us
Web user Name: **Password:**
Hidalgo Co Acct Number:
Requested By: Jose N. Reyna
Original Signature is required
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**
218096	Vehicle	1FTRW14W96FA97439	45328	
224761	Vehicle	1FTRW14W36FB17958	45535	
232331	Vehicle	1FTRW14W56FB17959	45538	
218089	Vehicle	1FTRW14W36FA97436	45330	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	***DBM Use Only*** **License Verification**	***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy**

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☒ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: RIGHT OF WAY
Billing Address: 2818 S. BUSINESS HWY 281 EDINBURG, TX 78539
Fuel Card Manager: REBECCA GOMEZ
This person can not have use of the fuel card
Phone Number: 956-283-8134 **County Email:** rebecca.gomez@co.hidalgo.tx.us
Web user Name: **Password:**
Hidalgo Co Acct Number:
Requested By:
Original Signature is required
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
224754	Vehicle	1FTRW14W16FB17957	45536	
1061927	Vehicle	1GCHK29K18E210909	48509	
218095	Vehicle	1FTRW14W56FA97437	45329	
224762	Vehicle	1FTRW14W16FB17960	45537	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** X☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: Purchasing Department
Billing Address: 2812 S Bus Hwy 281
Fuel Card Manager: Nielda Cavazos, Administrative Assistant
This person can not have use of the fuel card
Phone Number: 956-318-2626 **County Email:** nielda.cavazos@co.hidalgo.tx.us
Web user Name: **Password:**
Hidalgo Co Acct Number: 2-1100-415-18-160-001-0
Requested By: Martha L. Salazar Martha L Salazar
Original Signature is required
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. # 31155 2/21/12
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
683-858	1995 Chevy Silverado	2GEC19H3S1246785	29358	
	Extended Cab			

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

AI-31106 **10. F.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase annual System Software Maintenace Support services through HC membership/participation with (DIR) Department of Information Resources awarded vendor, Votec Corporation contract # DIR-SDD-937 through the following requisition 209113 in the amount of $10,980.00/yr for 61 users at $180.00 each.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-414-00-130-001-0-336

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

BUDGETARY IMPACT:

req#209113 available as of 03/02/12.

Attachments

Votec Software Support

Votec

Votec

Votec 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:10 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:49 PM
Roland Garcia	Rolando Garcia	03/02/2012 10:05 AM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Tanya Delira Started On: 02/16/2012 10:00 AM

Final Approval Date: 03/02/2012

Requisition

Req # 00209113

PO #

Date: 01/12/12

Bill To: x
x

Vendor : 344877
VOTEC CORPORATION
16870 W BERNADRO DR, SUITE 340
SAN DIEGO CA 92127
FAX (858)674-6050

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **Mel Esparza**
956-318-2570

Contract No: **DIR-SDD-937**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-937		
		DO NOT DUPLICATE ORDER		
1.00		VOTESAFE SUPPORT- 10/01/2011-09/30/2012		.00
61.00		FIELD SYSTEM SOFTWARE SUPPORT	180.00	10,980.00
		Account No	Encumbrance	
		2-1100-414-00-130-001-0-336	10,980.00	
			Freight	.00
			Total	10,980.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

VOTEC

VOTEC Corporation

- INVOICE -

Yvonne Ramon
Hidalgo County Elections Administrator
PO Box 659
Edinburg TX 78539

Invoice # 11249
February 13, 2012

Subject: VoteSafe Support - 10/01/2011 - 09/30/2012
Reference: DIR contract SDD-937

Item	Quantity	Description	Unit Price	Extended
1	61	Field System Software Support	$180.00	$10,980.00
		Total		**$10,980.00**

Due and payable upon invoice.

Thank you.

16870 W BERNARDO DR • SUITE 340 • SAN DIEGO, CA 92127 • (800) 348-6832 • FAX (858) 674-6050

ATTACHMENT I- SOFTWARE LICENSE AGREEMENT

Agreement dated this _____ day of_____, 2007, by and between HIDALGO County, hereinafter referred to as the LICENSEE, and VOTEC CORPORATION of San Diego, California, hereinafter referred to as LICENSOR, for the installation, training, and licensing of the following Software Systems, hereinafter referred to as LICENSED SYSTEMS, to LICENSEE under the terms and conditions contained herein.

(Headings used in this Agreement are for the convenience of the reader and do not add meaning to the Agreement.)

1. LICENSED SOFTWARE SUB-SYSTEMS:

All screens, reports, and batch processes to support the mandated or otherwise agreed upon database functions of LICENSEE in the following areas:

- Voter Registration
- Mapping
- Mail Ballots
- Early Voting
- Election Initiation
- Polling Locations
- Poll Workers
- Petition Checking
- Administrative
- TEAM Support
- Imaging for all of the above

Such programs as may be added to these sub-systems from time to time.

2. INSTALLATION SITE AND COMPUTERS

LICENSED SYSTEM is licensed for use computers operated by the LICENSEE Elections Department in support of voter file management and elections within LICENSEE's jurisdiction.

3. LICENSE

LICENSOR agrees to grant, and LICENSEE agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is hereby acknowledged, a non-exclusive LICENSE to use the LICENSED SYSTEMS as set forth in this agreement.

4. SYSTEM REGISTRATION AND PROTECTION

LICENSEE agrees that the LICENSEE in the conduct of its business shall use the LICENSED SYSTEMS set forth hereinabove. The LICENSEE further agrees that all applicable LICENSOR copyrights and patent rights plus all LICENSOR copying protection, and security provisions will be strictly observed.

5. PROTECTION AND SECURITY

LICENSEE acknowledges that the LICENSED SYSTEMS constitute a valuable asset of the LICENSOR, and the LICENSOR has proprietary rights and interest in and to the Systems and that portions thereof are confidential. Accordingly, LICENSEE agrees as follows:

LICENSEE may make a) Working copies of the System in machine-readable format for backup purposes and in accordance with LICENSEE's standard software backup policies only.

b) LICENSEE agrees that it shall not make any copies of manuals, flow charts, or other related documents, or portions thereof, directly or indirectly, except for purposes of maintaining voter files and conducting elections within LICENSEE's jurisdiction.

c) LICENSEE agrees not to reveal the Licensed System materials including manuals, flow charts, program code, and related materials to any other parties other than LICENSEE's employees except as may be contractually stipulated in the event of catastrophic interruption of LICENSOR's business, as required by Freedom of Information laws operative in Hidalgo County whether they be County, State, or Federal laws, or as required in a court of law.

6. PATENT AND COPYRIGHT INDEMNIFICATION

LICENSOR agrees to defend and hold LICENSEE harmless from any patent, trade secret, or copyright infringement claim arising out of LICENSEE's use of the LICENSED SYSTEM.

7. WARRANTY

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for a period of one year after delivery.

LICENSOR warrants that the product, as delivered, supports the voter registration and election management requirements mandated by the State of Texas and by the United States of America.

LICENSOR further agrees to make the product conform to any subsequent legal requirements for the State of Texas and of the United States of America within the one-year term of the installation warranty at no additional charge.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

8. LIMITATION OF LIABILITY

LICENSOR shall not be liable for any loss or damage caused by LICENSEE employees, consequential or otherwise, occurring out of or in connection with the use or performance of the System. LICENSOR may license the System to other customers without any consideration or liability to LICENSEE whatsoever.

9. TERMINATION

This license is terminable by the LICENSOR at any time, with thirty (30) days written notice, if LICENSEE fails to comply with any of the terms, conditions or provisions of Section 5 (SYSTEM REGISTRATION AND PROTECTION) and Section 6 (PROTECTION AND SECURITY) of this License.

In the event of default by LICENSEE of any of the terms of Sections 5 or 6 of this Agreement and a subsequent termination by LICENSOR, the LICENSOR shall be entitled to immediate possession of the LICENSED SYSTEM and LICENSEE shall forthwith return all related documents, materials, data, copies of the System, and the like.

LICENSEE shall be allowed continued use of the LICENSED SYSTEM for up to 120 days after written notice in order to conclude work on elections whose election date is within the 90 days following written notice of termination.

10. GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

This Agreement is not assignable and any attempt to assign any rights, duties or obligations under this Agreement will be void.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect.

All rights and remedies of the parties hereto, whether evidenced hereby or by any subsequent agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

11. ACCEPTANCE

Acceptance by LICENSOR:

VOTEC Corporation

Authorized Signature

CEO
Title

5/21/7
Date

Acceptance by LICENSEE:

HIDALGO County

Authorized Signature

County Judge
Title

5/14/07
Date

APPROVED AS TO FORM:
Atlas & Hall, L.L.P
800 Pecan
McAllen, TX 78504

By:

ATTEST:

Arturo Guajardo Jr, County Clerk

Tanya.Delira

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 24, 2012 10:15 AM
To: 'Veronica Lopez'; 'Tanya.Delira'
Subject: RE:
Importance: High

Attach this to the agenda item.

From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Friday, February 24, 2012 9:12 AM
To: 'Tanya.Delira'
Cc: 'Martha Salazar'
Subject: RE:

Good morning Tanya,

Attached you will find the two invoices sent from Votec for req # 209113 and 209119. The date the invoices were received and stamped by the employee that opens the mail was December 08, 2011. At that time we began getting things organized with SOS in order to use HAVA funding. The date of the requisition created for these invoices is January 12, 2012.

Votec delayed when sending the invoices which then caused a delay with the organization of the funding needed to pay the invoice.

Let me know if you have additional questions.

Veronica Lopez
Accountant II
Hidalgo County Elections Department
☎ (956) 318-2570 Ext. 5715
🖷(956) 393-2039
✉veronica.lopez@co.hidalgo.tx.us

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Thursday, February 23, 2012 4:13 PM
To: 'Veronica Lopez'
Cc: 'Martha Salazar'
Subject: RE:

Ms. Veronica can you please explain to us why these Agreements are from 10/01/2011-09/30/2012 and we are barely taking them to C.C.?

From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Monday, February 13, 2012 1:42 PM
To: 'Tanya.Delira'
Subject: FW:

Tanya,

Attached are the revised Votec 61 software and VEMACS invoices. The dates have been revised and the DIR contract # are reflected.

Req # 209113 (61) software
Req # 209119 VEMACS

Let me know if you need anything else.
Thanks for all your help!

Veronica Lopez
Accountant II
Hidalgo County Elections Department
☎ (956) 318-2570 Ext. 5715
🖷(956) 393-2039
✉veronica.lopez@co.hidalgo.tx.us

From: John Medcalf [mailto:john.medcalf@votec.net]
Sent: Monday, February 13, 2012 12:07 PM
To: veronica.lopez@co.hidalgo.tx.us
Cc: Wendy Swann
Subject:

Veronica,

Let me know if you need anything different.

Let me know if you need a hard copy.

John

--
John Medcalf
CEO, VOTEC Corporation
800-348-6832

3. **Presentation for consideration, discussion acceptance and approval of Work Authorization #6 in the amount of $108,296.15 with RODRIGUEZ ENGINEERING for "Mile 12 from (FM 88 to Mile 6) and for Mile 13 1/2 from (FM 1015 to Mile 6)" -Hidalgo County Precinct No. 1, in connection with Contract No. G-06-217-07-18.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

C. Health Department

1. **Requesting authority to advertise a Request for Qualifications and approval of draft qualifications/scope of services and/or requirements as attached hereto for "Professional Licensed Nurse Practitioner" project.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

   At this time the Court moved to item E.

D. Elections Department

1. **Presentation for discussion, consideration and authority to purchase voter registration software, license fees, installation, training, technical support and maintenance services with approval of contract and software license agreement (subject to legal review) through evaluation of solicited proposals (utilizing best practices guidelines) from TBPC CISV Program vendor VoTech in an amount not to exceed $ 213,000.00**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to funding.

   At this time the Court moved to item #13-A.

E. Buildings & Grounds

1. **Approval of request for payment Application No. 2 in the amount of $ 68,668.48 from Rigney Construction contracted vendor for: Interior Repairs and Renovations 398th. District Court" contract No. C-06-176-01-29 P0 No. 580665 and as certified for payment by project architect, AGADC contract No. C-06-177-04-11 PG No. 570477. (6-176)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.



< Return to search results < Return to Main Search

VOTEC Corporation

URL Vendor Website
Vendor ID 1942618399200
HUB Type Non HUB

DIR Contract Number DIR-SDD-937
Contract Term End Date 2/27/2013
Contract Exp Date 2/27/2013

VOTEC Corporation

Contact John Medcalf
Phone (800) 348-6832
Fax 858-674-6050

DIR

Contact Kathy Fleming
Phone (512) 936-9864
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the VOTEC Corporation website or contact John Medcalf at (800) 348-6832.
2. Generate a purchase order, made payable to VOTEC Corporation. You must reference the DIR Contract Number **DIR-SDD-937** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-937

Standard Terms and Conditions PDF - 136 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 78 KB | Updated 06/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 28 KB | Updated 03/01/2011
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Available Brands

VOTEC Software

Available Products & Services

Software

Additional Contract Information

Appendix D, Software License Agreement (30 KB)
Appendix E, Service Agreement (30 KB)
Amendment 1 (18 KB)
Amendment 2 (38 KB)
Amendment 3 (94 KB)

< No thanks, return to search

Reseller Vendor Contacts

There are no resellers associated with this contract

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

© Department of Information Resources 2010

AI-31105 **10. G.**

CC CONSENT

Meeting Date: 03/06/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase annual fees for support and warranty through HC (our) membership/participation with (DIR) Department of Information Resources awarded vendor Votec Corporation contract # DIR-SDD-937 through the following requisitions:
Requisition #209119.
1. Oracle Support User Fee for 10 users @ $100.00 each/year = $1,000.00
2. Vemacs Base Support Fee $1,200.00/year
3. Vemacs per voter warranty and support fee 256,327 @ $50,732.70/year
with a total from new price list of $52,932.70.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1100-414-00-130-001-0-336

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

BUDGETARY IMPACT:

Req#209119 is available as of 03/02/2012

Attachments

Votec
Votec
Votec 1
Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:10 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:48 PM
Roland Garcia	Rolando Garcia	03/02/2012 10:52 AM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Tanya Delira Started On: 02/16/2012 09:52 AM

Final Approval Date: 03/02/2012

ATTACHMENT I- SOFTWARE LICENSE AGREEMENT

Agreement dated this _____ day of_____, 2007, by and between HIDALGO County, hereinafter referred to as the LICENSEE, and VOTEC CORPORATION of San Diego, California, hereinafter referred to as LICENSOR, for the installation, training, and licensing of the following Software Systems, hereinafter referred to as LICENSED SYSTEMS, to LICENSEE under the terms and conditions contained herein.

(Headings used in this Agreement are for the convenience of the reader and do not add meaning to the Agreement.)

1. LICENSED SOFTWARE SUB-SYSTEMS:

All screens, reports, and batch processes to support the mandated or otherwise agreed upon database functions of LICENSEE in the following areas:

- Voter Registration
- Mapping
- Mail Ballots
- Early Voting
- Election Initiation
- Polling Locations
- Poll Workers
- Petition Checking
- Administrative
- TEAM Support
- Imaging for all of the above

Such programs as may be added to these sub-systems from time to time.

2. INSTALLATION SITE AND COMPUTERS

LICENSED SYSTEM is licensed for use computers operated by the LICENSEE Elections Department in support of voter file management and elections within LICENSEE's jurisdiction.

3. LICENSE

LICENSOR agrees to grant, and LICENSEE agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is hereby acknowledged, a non-exclusive LICENSE to use the LICENSED SYSTEMS as set forth in this agreement.

4. SYSTEM REGISTRATION AND PROTECTION

LICENSEE agrees that the LICENSEE in the conduct of its business shall use the LICENSED SYSTEMS set forth hereinabove. The LICENSEE further agrees that all applicable LICENSOR copyrights and patent rights plus all LICENSOR copying protection, and security provisions will be strictly observed.

5. PROTECTION AND SECURITY

LICENSEE acknowledges that the LICENSED SYSTEMS constitute a valuable asset of the LICENSOR, and the LICENSOR has proprietary rights and interest in and to the Systems and that portions thereof are confidential. Accordingly, LICENSEE agrees as follows:

LICENSEE may make a) Working copies of the System in machine-readable format for backup purposes and in accordance with LICENSEE's standard software backup policies only.

b) LICENSEE agrees that it shall not make any copies of manuals, flow charts, or other related documents, or portions thereof, directly or indirectly, except for purposes of maintaining voter files and conducting elections within LICENSEE's jurisdiction.

c) LICENSEE agrees not to reveal the Licensed System materials including manuals, flow charts, program code, and related materials to any other parties other than LICENSEE's employees except as may be contractually stipulated in the event of catastrophic interruption of LICENSOR's business, as required by Freedom of Information laws operative in Hidalgo County whether they be County, State, or Federal laws, or as required in a court of law.

6. PATENT AND COPYRIGHT INDEMNIFICATION

LICENSOR agrees to defend and hold LICENSEE harmless from any patent, trade secret, or copyright infringement claim arising out of LICENSEE's use of the LICENSED SYSTEM.

7. WARRANTY

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for a period of one year after delivery.

LICENSOR warrants that the product, as delivered, supports the voter registration and election management requirements mandated by the State of Texas and by the United States of America.

LICENSOR further agrees to make the product conform to any subsequent legal requirements for the State of Texas and of the United States of America within the one-year term of the installation warranty at no additional charge.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

8. LIMITATION OF LIABILITY

LICENSOR shall not be liable for any loss or damage caused by LICENSEE employees, consequential or otherwise, occurring out of or in connection with the use or performance of the System. LICENSOR may license the System to other customers without any consideration or liability to LICENSEE whatsoever.

9. TERMINATION

This license is terminable by the LICENSOR at any time, with thirty (30) days written notice, if LICENSEE fails to comply with any of the terms, conditions or provisions of Section 5 (SYSTEM REGISTRATION AND PROTECTION) and Section 6 (PROTECTION AND SECURITY) of this License.

In the event of default by LICENSEE of any of the terms of Sections 5 or 6 of this Agreement and a subsequent termination by LICENSOR, the LICENSOR shall be entitled to immediate possession of the LICENSED SYSTEM and LICENSEE shall forthwith return all related documents, materials, data, copies of the System, and the like.

LICENSEE shall be allowed continued use of the LICENSED SYSTEM for up to 120 days after written notice in order to conclude work on elections whose election date is within the 90 days following written notice of termination.

10. GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

This Agreement is not assignable and any attempt to assign any rights, duties or obligations under this Agreement will be void.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect.

All rights and remedies of the parties hereto, whether evidenced hereby or by any subsequent agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

11. ACCEPTANCE

Acceptance by LICENSOR:

VOTEC Corporation

Authorized Signature

CEO
Title

5/21/7
Date

Acceptance by LICENSEE:

HIDALGO County

Authorized Signature

County Judge
Title

5/14/07
Date

APPROVED AS TO FORM:
Atlas & Hall, L.L.P
800 Pecan
McAllen, TX 78504

By:

ATTEST:

Arturo Guajardo Jr, County Clerk

Tanya.Delira

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 24, 2012 10:15 AM
To: 'Veronica Lopez'; 'Tanya.Delira'
Subject: RE:
Importance: High

Attach this to the agenda item.

From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Friday, February 24, 2012 9:12 AM
To: 'Tanya.Delira'
Cc: 'Martha Salazar'
Subject: RE:

Good morning Tanya,

Attached you will find the two invoices sent from Votec for req # 209113 and 209119. The date the invoices were received and stamped by the employee that opens the mail was December 08, 2011. At that time we began getting things organized with SOS in order to use HAVA funding. The date of the requisition created for these invoices is January 12, 2012.

Votec delayed when sending the invoices which then caused a delay with the organization of the funding needed to pay the invoice.

Let me know if you have additional questions.

Veronica Lopez
Accountant II
Hidalgo County Elections Department
☎ (956) 318-2570 Ext. 5715
🖷(956) 393-2039
✉veronica.lopez@co.hidalgo.tx.us

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Thursday, February 23, 2012 4:13 PM
To: 'Veronica Lopez'
Cc: 'Martha Salazar'
Subject: RE:

Ms. Veronica can you please explain to us why these Agreements are from 10/01/2011-09/30/2012 and we are barely taking them to C.C.?

From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Monday, February 13, 2012 1:42 PM
To: 'Tanya.Delira'
Subject: FW:

Tanya,

Attached are the revised Votec 61 software and VEMACS invoices. The dates have been revised and the DIR contract # are reflected.

Req # 209113 (61) software
Req # 209119 VEMACS

Let me know if you need anything else.
Thanks for all your help!

Veronica Lopez
Accountant II
Hidalgo County Elections Department
☎ (956) 318-2570 Ext. 5715
🖷(956) 393-2039
✉veronica.lopez@co.hidalgo.tx.us

From: John Medcalf [mailto:john.medcalf@votec.net]
Sent: Monday, February 13, 2012 12:07 PM
To: veronica.lopez@co.hidalgo.tx.us
Cc: Wendy Swann
Subject:

Veronica,

Let me know if you need anything different.

Let me know if you need a hard copy.

John

--
John Medcalf
CEO, VOTEC Corporation
800-348-6832

3. **Presentation for consideration, discussion acceptance and approval of Work Authorization #6 in the amount of $108,296.15 with RODRIGUEZ ENGINEERING for "Mile 12 from (FM 88 to Mile 6) and for Mile 13 1/2 from (FM 1015 to Mile 6)" -Hidalgo County Precinct No. 1, in connection with Contract No. G-06-217-07-18.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

C. Health Department

1. **Requesting authority to advertise a Request for Qualifications and approval of draft qualifications/scope of services and/or requirements as attached hereto for "Professional Licensed Nurse Practitioner" project.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

   At this time the Court moved to item E.

D. Elections Department

1. **Presentation for discussion, consideration and authority to purchase voter registration software, license fees, installation, training, technical support and maintenance services with approval of contract and software license agreement (subject to legal review) through evaluation of solicited proposals (utilizing best practices guidelines) from TBPC CISV Program vendor VoTech in an amount not to exceed $ 213,000.00**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to funding.

   At this time the Court moved to item #13-A.

E. Buildings & Grounds

1. **Approval of request for payment Application No. 2 in the amount of $ 68,668.48 from Rigney Construction contracted vendor for: Interior Repairs and Renovations 398th. District Court" contract No. C-06-176-01-29 P0 No. 580665 and as certified for payment by project architect, AGADC contract No. C-06-177-04-11 PG No. 570477. (6-176)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.



< Return to search results < Return to Main Search

VOTEC Corporation

URL Vendor Website
Vendor ID 1942618399200
HUB Type Non HUB

DIR Contract Number DIR-SDD-937
Contract Term End Date 2/27/2013
Contract Exp Date 2/27/2013

VOTEC Corporation

Contact John Medcalf
Phone (800) 348-6832
Fax 858-674-6050

DIR

Contact Kathy Fleming
Phone (512) 936-9864
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the VOTEC Corporation website or contact John Medcalf at (800) 348-6832.
2. Generate a purchase order, made payable to VOTEC Corporation. You must reference the DIR Contract Number **DIR-SDD-937** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-937

Standard Terms and Conditions PDF - 136 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 78 KB | Updated 06/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 28 KB | Updated 03/01/2011
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Available Brands

VOTEC Software

Available Products & Services

Software

Additional Contract Information

Appendix D, Software License Agreement (30 KB)
Appendix E, Service Agreement (30 KB)
Amendment 1 (18 KB)
Amendment 2 (38 KB)
Amendment 3 (94 KB)

< No thanks, return to search

Reseller Vendor Contacts

There are no resellers associated with this contract

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

© Department of Information Resources 2010

OTEC

- INVOICE -

Yvonne Ramon
Hidalgo County Elections Administrator
PO Box 659
Edinburg TX 78539

Invoice # 11113
February 13, 2012

Subject: VEMACS Support - 10/01/2011 - 09/30/2012
Reference: DIR contract SDD-937

Item	Quantity	Description	Unit Price	Extended
1	10	Oracle license for VEMACS Support	$100.00	$1,000.00
2	1	Base VEMACS support fee	$1,200.00	$1,200.00
3	256,327	VEMACS per voter fee per schedule		$50,732.70
		Total		**$52,932.70**

Due and payable upon invoice.

Thank you.

65501

16870 W BERNARDO DR • SUITE 340 • SAN DIEGO, CA 92127 • (800) 348-6832 • FAX (858) 674-6050

AI-31233 **12. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court
Approval to pay 2012 membership renewal to the National Association of Women Judges for Judge Aida Salinas Flores in the amount of $200.00 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-009-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 02/29/2012, refer to Req #00212113.

Attachments

NAWJ

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/27/2012 03:05 PM
Sylvia Solis	Sylvia Solis	02/29/2012 09:47 AM
Budget & Management	Merlen P. Munoz	02/27/2012 03:05 PM
Sylvia Solis	Sylvia Solis	02/29/2012 09:47 AM
Auditor's Office		

Form Started By: Esther Cantu Started On: 02/27/2012 02:33 PM

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

I, **AIDA SALINAS FLORES,** do hereby state that my membership in the **NATIONAL ASSOCIATION OF WOMEN JUDGES** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official /employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

Signature Aida Salinas Flores

Title DISTRICT COURT JUDGE

Before me, a Notary Public appeared **AIDA SALINAS FLORES** and on his/her oath deposed and stated that the facts set forth in the above affidavit to the true and correct in every respect.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

NAWJ Membership Renewal - Renew online using this link: Membership Renewal Form

Contact Information:

Please make corrections as necessary:

Name:	Aída Salinas Flores
Title:	Judge
Court/Organization:	398th Judicial District Court
Address:	100 North Closner, 2nd Floor
City/State/Zip:	Edinburg, TX 78539
Phone:	(956) 318-2470
Fax:	(956) 318-2475
Email:	aida398@aol.com

Membership Information:

Membership Category: Voting Member **Member ID:** 155604

Membership Period: 04/01/2012 - 03/31/2013

Membership Description: Voting members hold judicial positions and are in good standing in the practice of law.

Member Dues: $200.00

Amount Due:

Annual Membership Dues: $_____

I wish to make a contribution to NAWJ: $_____

Total Due: $_____

Method of Payment:

☐ Enclosed is my check made payable to: NAWJ

☐ Charge my: Visa/MasterCard/AMEX Card #_____

Exp. Date _____ Signature _____

NAWJ is a 501(c)(3) charitable/educational organization. NAWJ contributions are tax deductible.

To: National Association of Women Judges, C/O NCSC, 300 Newport Ave., Williamsburg, VA 23185 * Fax: 757-564-2033

INVOICE RECEIVED BY: _____ ON 2/21/12

GOODS/SERVICES RECEIVED BY: _____ ON _____

Approved by: _____

Requisition

Req # 00212113

PO #

Date: 02/29/12

Bill To: x
x

Vendor : 163007

NATIONAL ASSOCIATION OF WOMEN JUDGES
300 NEWPORT AVE
WILLIAMSBURG VA 23185

Ship To: 398th District Court
100 N. Closner, 2nd Floor
Edinburg TX 78539

Contact: **ESTER CANTU**
956-318-2470

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
1.00	YEAR	MEMBERSHIP FEE FOR JUDGE AIDA SALINAS FLORES FOR THE NATIONAL ASSOCIATION OF WOMEN JUDGES 2012-2013	200.00	200.00
		Account No	Encumbrance	
		2-1100-412-00-009-001-0-810	200.00	
			Freight	.00
			Total	200.00
		DO NOT DUPLICATE ORDER		

Authorized By: _____

AI-31093 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to submit an application for business credit as required by Border States (BSE) so as to acquire items through Hidalgo County purchase orders.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-40-180-00X-0-XXX

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

BUDGETARY IMPACT:

No Budgetary impact. Applying for Business credit only.

Attachments

application

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/23/2012 01:24 PM
Budget & Management	Merlen P. Munoz	02/23/2012 02:20 PM
Sylvia Solis	Sylvia Solis	02/24/2012 09:38 AM
Auditor's Office	Angela Garcia	03/02/2012 03:40 PM

Form Started By: Nielda Cavazos Started On: 02/15/2012 03:04 PM

Final Approval Date: 03/02/2012

AI-31230 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha Salazar Submitted By: Eugenia Andrade, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request authorization to remove the following assets from Juvenile Probation Department physical inventory list. Said items were disposed by destruction during the reconstruction demolition at the old juvenile facility, Rudy de la Vina Detention Center; pursuant to Texas Local Government code 263.151.

	ASSET NO.	DESCRIPTION	SERIAL NUMBER
1.	22125	ELKAY WALL MOUNT WATER FOUNTAIN	990013708
2.	14844	RECEPTION COUNTER-STEEL CASE	

BACKGROUND

Asset #14844 and Asset #22125 surpluses, however, destruction was the only option due to each being permanent wall fixtures upon delivery and set up. The Juvenile Probation Department has asked to remove the assets from the physical inventory list due to "salvage" by destruction being the only option. Please view attachments.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact as assets have zero value.

Attachments

Destroy Asset Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:15 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:50 PM
Perla Lopez	Perla Lopez	03/01/2012 03:40 PM
Purchasing Department	Marty Salazar	03/01/2012 01:15 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:50 PM
Perla Lopez	Perla Lopez	03/01/2012 03:40 PM
Auditor's Office		

Form Started By: Eugenia Andrade Started On: 02/27/2012 10:58 AM

AI-31273 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of annual Software License and Maintenance Agreements with Brazos Technology through our membership/participation with GSA contract #GS 35F 0096X as required by vendor after HC had acquired approval by CC to purchase said services and issuance of Purchase Order #667819.

BACKGROUND

Attachments

Software Maintenance Agreement

Software License Agreement

Purchase Order #667819

Email_#1

Email_#2

Email_#3

Coop_Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		

Form Started By: Blanca Mayorga Started On: 02/29/2012 01:12 PM

AI-31235 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation Product Services, Inc. to add additional fuel card(s) and/or driver(s) for:

1. Adult Probation Department

2. Sheriff's Department

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: see below

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

BUDGETARY IMPACT:

See attached expenditure reports for possible funding sources and availability of funds. Purchases are on an as needed basis.

Attachments

adult pro

sheriff

EXP REPORT- Adult Probation

EXP REPORT-Sheriff's Office

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:16 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:51 PM
Rosalinda Cantu	Rosie Cantu	03/01/2012 04:51 PM
Purchasing Department	Nielda Cavazos	03/01/2012 05:03 PM
Rosalinda Cantu	Rosie Cantu	03/02/2012 09:20 AM
Purchasing Department	Marty Salazar	03/02/2012 12:01 PM
Budget & Management	Merlen P. Munoz	03/02/2012 12:57 PM
Rosalinda Cantu	Rosie Cantu	03/02/2012 01:25 PM
Purchasing Department	Marty Salazar	03/01/2012 01:16 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:51 PM
Rosalinda Cantu		
Purchasing Department		
Rosalinda Cantu	Rosie Cantu	03/02/2012 09:20 AM

Purchasing Department	Marty Salazar	03/02/2012 12:01 PM
Budget & Management	Merlen P. Munoz	03/02/2012 12:57 PM
Rosalinda Cantu	Rosie Cantu	03/02/2012 01:25 PM
Auditor's Office		

Form Started By: Nielda Cavazos Started On: 02/27/2012 03:32 PM

AI-31253 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha Salazar Submitted By: Eugenia Andrade, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authorization to remove the following assets from Juvenile Probation Department inventory list. Said items were characterized as stolen.

	ASSET NO.	DESCRIPTION	SERIAL NUMBER
1.	47424	P5150 PORTABLE RADIO	9117301
2.	47209	DELL OPTIPLEX 745 USFF	FM8GDD1
3.	47218	DELL OPTIPLEX 745 USFF	489GDD1

BACKGROUND

The Juvenile Probation Department has asked to remove Asset #47424; #47209; 47218 from the physical inventory list as it was determined that the items are not located due to having been stolen. Please view attachments.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Two of three items listed have zero value. However, one item acquired in 2008 reflects a current value and thus Juvenile Dept. has the task of perhaps expending funds in order to replace. A potential expenditure is possible.

Attachments

AFFIDAVIT and DEPRECIATION REPORT

COMPUTERS POLICE REPORT

RADIO POLICE REPORT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:25 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:54 PM
Perla Lopez	Perla Lopez	03/01/2012 03:28 PM
Purchasing Department	Marty Salazar	03/01/2012 01:25 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:54 PM
Perla Lopez	Perla Lopez	03/01/2012 03:28 PM
Auditor's Office		

Form Started By: Eugenia Andrade Started On: 02/28/2012 01:01 PM

AI-31261 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Health & Human Services Department:
Requesting authority to enter into a Regional Insertion Order Agreement and approval to execute required Regional Insertion Order Agreement with National CineMedia for the Hidalgo County Health Department for On Screen Regional Segment Advertisement from 3/30/2012 - 4/26/2012 through the following requisition #211762 in the total amount of $4,817.00 (2-1293-441-00-340-012-2-540):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 21293441003400122540

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

BUDGETARY IMPACT:

Attachments

Cine Media Advertisement Agreement

Cine Media-Health Department Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		

Form Started By: Matilde Faz Started On: 02/29/2012 08:50 AM

AI-31018 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha Salazar Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Patricio Avila, Director of Road & Bridge at Hidalgo County Pct. 1 is formally requesting the removal of the following fixed assets:

Asset No.	Description	Date Aquired	Serial No.
25049	Dual Purpose Recycler	5/12/1999	90304
39738	8HP Post Hole Auger	1/28/2003	8-27815
43500	Scott Welder/Generator	3/30/2004	H31022A19
46497	HP Compaq Notebook PC	4/17/2007	CNB925083
47013	HP Compaq Notebook PC	4/17/2007	CND7090F0
48866	Lenovo Thinkpad Laptop	1/20/2009	1S7449F9U
50085	Stihl Auger	10/13/2009	58L30
42271	Grasshopper Mower	6/21/2005	5518700
20750	Dayton Light Plant	11/22/1988	16158

including all pertinent supporting back up information.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Fiscal impact: Possible replacement expenditures and loss of original investment in acquiring items for those that still have value and usefullness.

Attachments

Affidavit/Exhibit A/Depreciation Form

Exhibit A continued

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/14/2012 04:10 PM
Budget & Management	Merlen P. Munoz	02/14/2012 04:18 PM
Ivan Cantu	Ivan Cantu	02/16/2012 09:29 AM

Auditor's Office	Arcilia Duran	02/23/2012 02:33 PM
Martha Salazar	Marty Salazar	02/24/2012 02:18 PM

Form Started By: Dagoberto Rios Started On: 02/09/2012 01:48 PM

Final Approval Date: 02/24/2012

AI-31153 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha Salazar Submitted By: Sandy Suarez, 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 WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County"- RFB No.: 2012-051-04-04-SGS, including the re-advertisement of project in the event no bids and/or rejection responses received and project is still required.

BACKGROUND

1. Current contract expires on:
2. New contract will commence on:
3. Proposed schedule of events:
   1st advertisement: March 17, 2012
   2nd advertisement: March 24, 2012
   Bid Opening date: April 04, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-001-2-423

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

BUDGETARY IMPACT:

WIC Program- $ 15,057.60 as of 02/29/12

Attachments

Procurement-Draft-Legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 10:12 AM
Budget & Management	Merlen P. Munoz	03/01/2012 10:37 AM
Erika Zamora	Erika Zamora	03/01/2012 04:33 PM
Purchasing Department	Marty Salazar	03/01/2012 10:12 AM
Budget & Management	Merlen P. Munoz	03/01/2012 10:37 AM
Erika Zamora	Erika Zamora	03/01/2012 04:33 PM
Auditor's Office		

Form Started By: Sandy Suarez Started On: 02/21/2012 02:51 PM

AI-31174 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Precinct 3:
Requesting approval & authority to execute a 12-month security monitoring agreement with Safehouse Security Systems for the Precinct #3 Penitas Landfill for requisition #208477 in the amount of $20 per month, effective upon approval; (2-1100-432-00-123-001-0-413).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-123-001-0-413

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

BUDGETARY IMPACT:

Available funds in Requisition #00208477 as of 3/1/12 are $240.00.

Attachments

Requisition #208477

Agreement

Agreement2

Legal Letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:27 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:49 PM
Purchasing Department	Marty Salazar	03/01/2012 01:27 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:49 PM
Perla Lopez Auditor's Office		

Form Started By: Blanca Mayorga Started On: 02/22/2012 03:03 PM

AI-31284 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Health & Human Services Department-Mission Clinic:
Requesting authority to purchase/upgrade the fire alarm system and approval to execute required equipment purchase agreement through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded vendor Superior Alarms contract #325-09 for the Health & Human Services Department-Mission Clinic in the total of $429.46.70 for the following location;

Requisition	Location	Amount
211743	211 S. Schuerbach Rd. Mission, TX	$429.46

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 21100441003400030431

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

BUDGETARY IMPACT:

Attachments

Superior Alarms-Health Department SOW

Superior Alarms-Health Equipment Purchase Agreement

Superior Alarms-Health Department Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		

Form Started By: Matilde Faz Started On: 02/29/2012 02:27 PM

AI-31274 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Fire Marshal:
Requesting authority to enter into a (12) Month TCLEDDS Membership Software License with the "The Productivity Center" for the Fire Marshal to access TCLEOSE for the total amount of $295.00/year thru requisition # 210844, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 21100422103000010342

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

BUDGETARY IMPACT:

Attachments

Requisition #210844
Software Licenses
Transfer Information

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2012 01:45 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:57 PM
Purchasing Department	Marty Salazar	03/01/2012 01:45 PM
Budget & Management	Merlen P. Munoz	03/01/2012 01:57 PM
Roland Garcia Auditor's Office		

Form Started By: Blanca Mayorga Started On: 02/29/2012 01:13 PM

AI-30894 **18. 0.**

CC CONSENT

Meeting Date: 03/13/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Health & Human Services Department:
Requesting authority to enter into a 48-month new copier (capital) lease for a WC7775P copier through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #208760 in the amount of $877.86/month, effective upon approval (2-1293-441-00-340-013-2-780):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 21293441003400132780

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

BUDGETARY IMPACT:

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		

Form Started By: Matilde Faz Started On: 02/01/2012 04:01 PM

FUEL CREDIT CARD REQUEST FORM

2/23/12

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

FEB 27 2012 By

Department:	ADULT PROBATION
Billing Address:	3100b S. US Bus. Hwy 281
Fuel Card Manager:	MARY LOU ANTONE
	This person can not have use of the fuel card
Phone Number:	956-587-6111
Web user Name:	marylou.antone@hidalgocountycscd.org **Password:**
Hidalgo Co Acct Number:	
Requested By:	Arnold Patrick-Director
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Hilda Veronica Martinez	7/18/1987	182362		
Sislai G. Gomez	1/18/1982	187798		
Priscilla Solis	12/07/1986	185581		
Monica Rodriguez	3/29/1987	187771		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

PURCHASING DEPARTMENT
County Of Hidalgo

AFFIDAVIT

FEB 13 2012
9:45

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Israel "Buddy" Silva, Jr. Chief Administrator at the Hidalgo County Juvenile Probation Department, who being before me here and now duly swears upon oath and says:

It is my intent to attest that the following asset numbers 47209; 47218 and 47424 were items on the Hidalgo County Juvenile Probation Department physical inventory. Asset numbers 47209 and 47218 were in the custody of the McAllen ISD Star Program when the theft occurred. Asset number 47424 was in the possession of the Juvenile Probation Department when the theft occurred. Said items are no longer in the possession of the Hidalgo County Juvenile Probation Department and therefore are requesting to formally remove from the current inventory list.

Asset #	Description	Serial #/V.I.N.
47209	DELL OPITPLEX 745 USFF	FM8GDD1
47218	DELL OPTIPLEX 745 USFF	489GDD1
47424	P5150 PORTABLE RADIO	9117301

The above is true and correct to the best of my knowledge.

Israel "Buddy" Silva, Jr.

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this day of February 13th, 2012.

RUTH PEREZ
Notary Public, State of Texas
My Commission Expires
MAY 19, 2012

NOTARY PUBLIC, State of Texas

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: Genie Andrade
Requested By: Martha L. Salazar, CPPB
Date: February 24, 2012

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Year	Life Expec	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
47209	DELL OPTIPLEX 745 USFF	1,058.55	10/15/07	2007	2012	4	5	$105.86	$952.70	$238.17	$1,190.87	$0.00
47218	DELL OPTIPLEX 745 USFF	1,058.55	10/15/07	2007	2012	4	5	$105.86	$952.70	$238.17	$1,190.87	$0.00
47424	P5150 PORTABLE RADIO	2,530.62	1/14/08	2008	2012	5	4	$253.06	$2,277.56	$455.51	$1,822.05	$455.51

AFFIDAVIT

State Of Texas

County of Hidalgo

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Patricio Avila, who after being duly sworn, deposes and says:

My name is Patricio Avila and I am the Director of Road & Bridge at Hidalgo County, Precinct 1. It is my intent to attest that items in Exhibit "A" are no longer in the possession of the Hidalgo County, Precinct 1. Due to the lapse in time and transitions of county department staff, some back-up information is not available. Therefore, I am formally requesting that these items be removed from the Hidalgo County inventory list. All efforts where exhausted through the Hidalgo County Purchasing Department-Fixed Assets Division as well as our Department's Inventory Control Specialist to locate the items.

DATED this the 8th day of Feb., 2012

P.R.

Signature of Affiant

SWORN to subscribed before me, this 8th day Feb, 2012

E. Z. Gonzalez

NOTARY PUBLIC

My Commission Expires:

EDUARDO Z. GONZALEZ
Notary Public, State of Texas
My Commission Expires
September 17, 2013

HIDALGO COUNTY
PCT 1 2011 INVENTORY

EXHIBIT "A" **2/1/2012**

	ASSET	DESCRIPTION	DATE AQU	SERIAL NUMBER	PO	COST
1	25049	DUAL PURPOSE RECYCLER	5/12/1999	90304	20111	$3,995.00
2	39738	8HP POST HOLE AUGER	1/28/2003	8-27815		$2,570.00
3	43500	SCOTT WELDER	3/30/2004	H31022A191706	529612	$1,550.00
4	46497	HP COMPAQ NOTEBOOK PC	4/17/2007	CNB9250836	581719	$2,203.91
5	47013	HP COMPAQ NOTEBOOK PC	4/17/2007	CND7090F00	581719	$2,203.91
6	48866	LENOVO THINKPAD LAPTOP	1/20/2009	1S7449F9ULV00234	613803	$1,812.99
7	50085	STIHL AUGER	10/13/2009	58L30	639225	$915.28
8	42271	GRASSHOPPER MOWER	6/21/2005	5518700	548853	$7,195.00
9	20750	DAYTON LIGHT PLANT	11/22/1988	16158	16131	$1,461.00

HIDALGO COUNTY
FIXED ASSET DEPRECIATION FORM
PRECINCT 1 2011 INVENTORY

2/9/2012

ASSET NO.	ASSET DESCRIPTION	ACQ. DATE	AQC YEAR	ACQ. COST	10% Residual	Depreciable Value	LIFE EXP.	Depreciation per year	EST. DEPR. DATE	SALVAGE YEAR	YEARS USED	DEPRECIATION AMOUNT	DEPRECIATED VALUE
25049	DUAL PURPOSE RECYCLER	05/12/99	1999	3,995.00	399.50	3,595.50	7	513.64	12/06/11	2011	12	6,163.71	$0.00
39738	8HP POST HOLE AUGER	01/28/03	2003	2,570.00	257.00	2,313.00	7	330.43	12/06/11	2011	8	2,643.43	$0.00
43500	SCOTT WELDER/GENERATOR	03/30/04	2004	1,550.00	155.00	1,395.00	7	199.29	12/06/11	2011	7	1,395.00	$0.00
46497	HP COMPAQ NOTEBOOK PC	04/17/07	2007	2,203.91	220.39	1,983.52	7	283.36	12/06/11	2011	4	1,133.44	$850.08
47013	HP COMPAQ NOTEBOOK PC	04/17/07	2007	2,203.91	220.39	1,983.52	7	283.36	12/06/11	2011	4	1,133.44	$850.08
48866	LENOVO THINKPAD LAPTOP	01/20/09	2009	1,812.99	181.30	1,631.69	7	233.10	12/06/11	2011	2	466.20	$1,165.49
50085	STIHL AUGER	10/13/09	2009	915.28	91.53	823.75	7	117.68	12/06/11	2011	2	235.36	$588.39
42271	GRASSHOPPER MOWER	06/21/05	2005	7,195.00	719.50	6,475.50	7	925.07	12/06/11	2011	6	5,550.43	$925.07
20750	DAYTON LIGHT PLANT	11/22/88	1998	1,461.00	146.10	1,314.90	7	187.84	12/06/11	2011	13	2,441.96	$0.00
													$4,379.12

APPLICATION FOR BUSINESS CREDIT

BORDER STATES
Supply Chain Solutions™

Please return to: _____

Border States Electric Supply
Harris Electric

CUSTOMER

BUSINESS NAME: Hidalgo County Clerk			APPLICATION DATE: 2/16/2012
SHIPPING ADDRESS: 100 N. Closner	CITY: Edinburg	STATE: TX	ZIP: 78541
BILLING ADDRESS: 100 N. Closner	CITY: Edinburg	STATE: TX	ZIP: 78541
TELEPHONE NUMBER: 956-318-2100	FAX NUMBER: 956-318-2105	CELL NUMBER:	
SPECIAL DIRECTIONS TO YOUR BUSINESS:		TYPE OF BUSINESS:	

BUSINESS STRUCTURE

- ☐ CORPORATION
- ☐ LLC
- ☐ PARTNERSHIP
- ☐ PROPRIETORSHIP
- ☐ OTHER _____

FED TAX# _____

SS# _____

NUMBER OF EMPLOYEES

IN BUSINESS SINCE

OWNER/PRESIDENT

PURCHASING AGENT

ENGINEERING DEPT

MAINTENANCE DEPT

LICENSING INFORMATION

ELECTRICIANS LICENSE # _____ TYPE <Choose One> STATE _____

NAME _____ (MASTER OR CLASS B)

CREDIT REQUEST

AMOUNT OF MONTHLY CREDIT REQUESTED

ACCOUNTS PAYABLE CONTACT PERSON

TRADE REFERENCES

	FIRM NAME	ADDRESS	PHONE / FAX
1			PHONE / FAX
2			PHONE / FAX
3			PHONE / FAX
4			PHONE / FAX

BANK REFERENCE

BANK First National Bank CITY Edinburg STATE Texas

CONTACT PERSON Roxanna De Leon CHECKING ACCT# 14009455

PHONE # (956) 380-8506 ROUTING NUMBER 114921415

SALES TAX

SALES TAX TO BE CHARGED? YES ☐ NO ☐

IF "NO" PLEASE COMPLETE AND SIGN A SALES TAX EXEMPTION CERTIFICATE AND RETURN WITH THIS APPLICATION.

OFFICE USE

BRANCH# _____
SALES TERRITORY _____
NIELSEN MARKET SERVED _____
PRICE LEVEL _____
SR _____
TRANS ZONE _____
APPROVAL BR MGR _____

ARE YOU SUBJECT TO A CITY OR COUNTY TAX? YES ☐ NO ☐

IF YES, WHICH CITY OR COUNTY? _____

How would you like to receive your invoices and statements?: ☐ Fax ☐ E-mail

Please list your fax number or the E-mail address of your Accounts Payable Department:

_____

TERMS AND CONDITIONS: SEE REVERSE SIDE
YOUR SIGNATURE IS REQUIRED ON THE REVERSE SIDE TO PROCESS THIS APPLICATION.

TERMS AND CONDITIONS OF SALE

In consideration for Border States Industries, Inc., dba Border States Electric Supply, Border States Industrial Supply, Border States Electric Supply of New Mexico, Inc., Border States Electric Supply of Minnesota, Inc., Harris Electric, ("Company") permitting the undersigned individual or entity ("Applicant") to purchase materials from the Company the Applicant agrees that the following terms and conditions shall control with respect to all sales:

1. The person(s) signing this credit application ("Application") warrants and represents to the Company that they have full authority to enter into this Application on behalf of the Applicant. Applicant represents that all materials purchased from the Company are for agricultural, business or commercial purposes only and not for personal, family or household purposes. The Applicant understands that the submittal of this Application does not constitute a credit account until approved by the Company.

2. Applicant agrees to pay for all materials purchased from the Company by the due date according to the terms of sale stated on each invoice or otherwise agreed to in writing among the Applicant and the Company. All accounts are due and payable at the address shown on the Company's invoice. Prompt payment discounts offered, if any, on invoices may be taken only if the invoice is paid not later than the 10th day of the month in which it is due. Credit availability shall be at the sole discretion of the Company and may be terminated and/or changed at any time by the Company. The Company specifically reserves the right to require payment in cash for any shipment or delivery should the Company so determine.

3. Applicant agrees to pay interest on all past due amounts at a rate of 1.5% per month on the past due balance, but not to exceed the highest rate lawfully allowed in the state in which this Application is executed. Acceptance of any payment from Applicant without the accrued interest included shall not be deemed to be a waiver of such accrued interest.

4. To the extent allowed by applicable law, the Applicant agrees to pay all costs of collection incurred by the Company relating to this Application or the Applicant's account including reasonable attorneys' fees, expert witness fees and costs, without regard to whether a lawsuit or arbitration is commenced. The law of the state where the branch office of the Company is located, which has primary responsibility for servicing Applicant, shall govern the terms and conditions of sale. Any action arising out of or relating to this Application or disputes concerning the Applicant's account commenced by the Applicant shall be brought by the Applicant in the county and state where the branch office of the Company is located, which branch office has primary responsibility for servicing Applicant. This choice of law and venue provision is a negotiated term and an integral part of the bargained for consideration for this Application.

5. No terms or conditions or purchase orders of the applicant that are different from the Company terms of sale will become part of any contract unless approved in writing signed by the Company. The Company shall not be responsible for any manufacturing or shipping defect. The Applicant agrees to hold the Company harmless for any manufacturing or shipping defect or any injury to persons or property due to such defects.

6. As security from the payment of the obligations of the Applicant owing the Company under any outstanding invoice, the Applicant hereby grants to the Company a security interest in the goods described in such invoice or invoices, together with the proceeds thereof. The Applicant agrees to provide the Company with such financing statements and other documents as the Company may request in order to perfect its security interest. In addition, the Applicant appoints the Company as its attorney-in-fact to execute and file any such financing statement or statements necessary to perfect the Company's security interest.

7. The Company is hereby authorized to investigate the references listed in this Application pertaining to the credit and financial responsibility of the Applicant. As often as the Company may request, the Applicant will provide financial statements and such other financial information of the Applicant (and any guarantor of Applicant's account) as the Company shall request from time to time. In addition, the Company is authorized to obtain, from time to time, credit reports on the Applicant. The undersigned hereby consent(s) to the Company's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this Application. The undersigned hereby authorize the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Application. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. ¶ 1681 et. seq.

Signature:_____ Signature: _____

SS# _____ - _____ - _____ SS# _____ - _____ - _____

8. The Applicant acknowledges that the Company has not made any representations or warranties of any kind, express or implied, including without limitation, warranties as to merchantability or fitness or suitability for a particular use or purpose, and is not responsible for any loss or damage, including special or consequential, directly or indirectly arising from the use of such goods. The Company expressly disclaims all such warranties. The Applicant further acknowledges that all goods are delivered "as is".

9. In the event of any change in character of ownership of the Applicant's business whether by incorporation or otherwise, by addition of partners, members or any other change in the ownership interest of the Applicant, Applicant shall immediately notify Company. The Company will rely on the information provided in the Application until notified by Applicant to the contrary. Any notice contemplated by this paragraph shall be sent by the Applicant, by certified mail, return receipt requested, to the Company at the address shown on the then most current invoice.

10. Promptly following receipt of any goods from the Company, the Applicant shall inspect the same. Any claim for shortage must be made within three (3) days following receipt of the goods. All other claims against the Company must be made within thirty (30) days after the receipt of such goods purchased by the Applicant. All claims not made in writing received by the Company from the time period specified above shall be deemed waived by the Applicant.

By signing below, the Applicant acknowledges its agreement to the terms and conditions outlined above.

Name of Company or Entity: _____

Signed by: _____ Title _____

Name Printed: _____ Date: _____

PERSONAL GUARANTY

The undersigned, whether one or more, jointly and severally, as an inducement to the Company to extend credit terms, do hereby unconditionally guaranty the payment of any and all obligations, debts and/or liabilities (including interest and attorneys' fees), of the Applicant which have in the past or may in the future be owing the Company on open account or otherwise under the same conditions. The obligations under this guaranty are primary and independent of the Applicant's obligations, and the undersigned waive: (1) any right to require the Company to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining thereto; (2) diligence, demand, presentment for payment and protest; (3) the application of any statutory provisions requiring joinder or limiting the liability of a surety, endorser or guarantor; and (4) notice of any extension, forgiveness, re-structuring or modification of Applicant's present or future indebtedness to the Company.

The undersigned hereby consent(s) to the Company's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guaranty(s) in connection with the extension of business credit as contemplated by this Application. The undersigned hereby authorizes the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. ¶ 1681 et. seq.

Dated this _____ day of _____, _____.

Signed: _____ Social Security Number: _____

Address: _____

_____

Signed: _____ Social Security Number: _____

Address: _____

_____

GUARANTOR MAY REVOKE THIS GUARANTY AS TO FUTURE TRANSACTIONS ONLY BY SERVING WRITTEN NOTICE UPON THE COMPANY, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT THE ADDRESS THAT THE ACCOUNT IS MANAGED. RECEIPT OF SUCH NOTIFICATION WILL NOT RELIEVE GUARANTOR OF ITS GUARANTY LIABILITY BY THE COMPANY FOR ANY ORDERS ACCEPTED BY THE COMPANY ON OR BEFORE THE DAY THE COMPANY RECEIVES SAID REVOCATION.

©2011 Border States Industries, Inc.

Nielda Cavazos

From: rene perez [rene.perez@co.hidalgo.tx.us]
Sent: Monday, February 13, 2012 11:36 AM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: Need Account
Attachments: BorderStates.pdf

Importance: High

Good Morning Mrs. Cavazos,

Can you please create an account with Border State for our office, As we will be needing them to purchase some supplies from them. Thank you in advance.

Rene Perez
Administrative Assistant III
Office of Arturo Guajardo Jr.
Hidalgo County Clerk
Post Office Box 58
Edinburg, Texas 78540
956-318-2992
rene.perez@co.hidalgo.tx.us

Please refrain from printing this email unless completely necessary. Go Green!

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

FEB 24 2012

Reg# 211762
quote# 1

2/1/2012

A

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

Advertiser Information
Hidalgo Health Department
1304 S. 25th St
Edinburg, TX 78542
Phone: (956) 383-6221
Fax:
Delia Garza
delia.garza@hchd.org

Billing Information
Hidalgo Health Department
1304 S. 25th St
Edinburg, TX 78542
Phone: (956) 383-6221
Fax:
Delia Garza
delia.garza@hchd.org

Account Director: Connie Franco
Phone: (956) 318-0810
Fax: (956) 380-0885
Connie.Franco@ncm.com
Order #: 233198.2
Proposal Type : New Contract
Original Proposal #: N/A

Start Date	End Date	Type of Advertising	Duration	Weight	Job #	TheatreCode	Theatre Name	State	# of Screens	# Wks	Net Rate	Net Media
3/30/2012	4/26/2012	On Screen Regional Segment 1 00:15	00:15	Best Available	240372	CNK114	Main Place	TX	6	4	$5.00	$120.00
3/30/2012	4/26/2012	On Screen Regional Segment 1 00:15	00:15	Best Available	240372	CNK212	Movies 10	TX	10	4	$16.00	$640.00
3/30/2012	4/26/2012	On Screen Regional Segment 1 00:15	00:15	Best Available	240372	CNK093	Movies 17	TX	17	4	$18.00	$1,224.00
3/30/2012	4/26/2012	On Screen Regional Segment 1 00:15	00:15	Best Available	240372	CNK108	Movies 8	TX	8	4	$5.00	$160.00
3/30/2012	4/26/2012	On Screen Regional Segment 1 00:15	00:15	Best Available	240372	CNK261	Tinseltown Mission	TX	17	4	$18.00	$1,224.00
3/30/2012	4/26/2012	LEN Regional LEN 00:15*	00:15	Best Available		CNK114	Main Place	TX	6	4	$5.00	$20.00
3/30/2012	4/26/2012	LEN Regional LEN 00:15*	00:15	Best Available		CNK212	Movies 10	TX	10	4	$15.00	$60.00
3/30/2012	4/26/2012	LEN Regional LEN 00:15*	00:15	Best Available		CNK093	Movies 17	TX	17	4	$15.00	$60.00
3/30/2012	4/26/2012	LEN Regional LEN 00:15*	00:15	Best Available		CNK108	Movies 8	TX	8	4	$5.00	$20.00
3/30/2012	4/26/2012	LEN Regional LEN 00:15*	00:15	Best Available		CNK261	Tinseltown Mission	TX	17	4	$15.00	$60.00
									116			

Online Products

Start Date	End Date	Type of Advertising	Job #	Location	State	Projected Impressions	# Wks	Net CPM	Net Media
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78501	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78502	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78503	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78504	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78505	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78516	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78537	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78539	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78540	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78541	TX	4,275	4	$7.49	$32.00

ncm MEDIA NETWORKS

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

2/1/2012

Start Date	End Date	Type of Advertising	Job #	Location	State	Projected Impressions	# Wks	Net CPM	Net Media
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78542	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78543	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78557	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78570	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78572	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78573	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78574	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78577	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78579	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78589	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78596	TX	4,275	4	$7.49	$32.00
3/30/2012	4/26/2012	Online Online Banner Ad		NCM Portfolio of Sites, 78599	TX	4,275	4	$7.49	$32.00
						94,050			

Payment Method:		Comments & Special Instructions:
___X__ Check	_____ Pay in Full	timed event- April Awareness
_____ Credit Card	___X__ Monthly	
_____ Purchase Order	_____ NET 30	
PO Number:		

Total Media	**$4,292**
Media Services	**$0**
Creative Services	**$525**
Other Services	**$0**
Fulfillment/Staffing Fees	**$0**
Total Due	**$4,817**

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

*** Lobby Entertainment Network**

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM.

Advertiser Name/Title: Date:

National CineMedia, LLC: * Date: 2/2/12

* Pending creative approval + client signature of NCM I.O.

NCM MEDIA NETWORKS

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

2/1/2012

Job Number(s): 240372

Contract Number: 233198.2

A	B	C	D Accounting/Finance Contract Approval Initial _____ Date 2/1/12	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

NCM MEDIA NETWORKS

Regional Insertion Order Agreement Terms and Conditions

1. NCM Services. Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH UNEXCUSED FAILURE BY NCM WILL BE LIMITED TO NCM'S REPERFORMANCE SOLELY OF THOSE OBLIGATIONS WITH RESPECT TO WHICH THE FAILURE OCCURRED WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER AND WILL NOT AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT.

2. In-Theatre Advertising. All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or movie rating. Any screen count or theatre locations for In-Theatre Advertising set forth on an Order are approximate and the actual screen count and theatre locations will be mutually agreed upon by the parties or selected by NCM in its reasonable discretion.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 2.0 (the "**Terms**"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the Terms and Section III(c) of the Terms is deleted. The terms of this Agreement will control over any contradictory terms set forth in the Terms in the event of a conflict between this Agreement and the Terms.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order under the terms set forth on that Order and in these Terms and Conditions. If Advertiser fails to pay NCM any amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 to 20 business days (dependent upon Advertising vehicle selected) in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising.

6. Content.

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("**Content**") provided by Advertiser for use in the Advertising ("**Advertiser Content**"), as well as the Advertising itself, is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at http://adspecs.ncm.com/www/html/specs.html. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo it other branding of a third party without the prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason, provided that NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate for the exhibition of the Advertising and the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising solely in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("**NCM Content**"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. Promotional Materials. All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("**Promotional Materials**") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. Certain Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre/affiliate approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials will be free from defects, materials or workmanship. If Advertiser executes this contract as

Regional Insertion Order Agreement Terms and Conditions

agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination for breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Denver, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.

PURCHASING DEPARTMENT
County Of Hidalgo

AFFIDAVIT

FEB 13 2012
Numa 10:15

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Israel "Buddy" Silva, Jr. Chief Administrator at the Hidalgo County Juvenile Probation Department, who being before me here and now duly swears upon oath and says:

It is my intent to attest that the following asset number 22125 and 14844 were disposed by destruction due to renovations to the building, pursuant to Texas Local Government Code, 263.151 from the Rudy de la Vina Hidalgo Juvenile Probation property and are no longer in the possession of the Hidalgo County Juvenile Probation Department. The Hidalgo County Juvenile Probation Department is therefore requesting to formally remove said items from the current inventory list.

Asset #	Description	Serial #/V.I.N.
22125	ELKAY Water Cooler	990013708
14844	Reception Counter-Steel Case	

The above is true and correct to the best of my knowledge.

Israel "Buddy" Silva, Jr.

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this day of February 13th, 2012.

RUTH PEREZ
Notary Public, State of Texas
My Commission Expires
MAY 19, 2012

NOTARY PUBLIC, State of Texas

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Input Data

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Genie Andrade
Requested By: Martha L. Salazar, CPPB
Date: February 27, 2012

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
14844	RECEPTION COUNTER-STEEL CASE	$1,503.70	12/3/1984	1984	11/2/2011	10	27	$150.37	$1,353.33	$135.33	$3,653.99	$0.00
22125	ELKAY WALL MOUNT WATER FOUN	$650.00	6/29/1990	1990	11/2/2011	10	21	$65.00	$585.00	$58.50	$1,228.50	$0.00

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.


#20135
2010 6 17


B
2011 8 12

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Margarita Gonzalez, Admin. Assist. II via email: mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: January 27, 2012

RE: Approval of Specifications for: – Hidalgo WIC Program-" Floor Maintenance for all WIC Clinic: located in Hidalgo County"
Bid No. 2012-051-00-00-SGS

Please review the SPECIFICATIONS and verify if all requirements are met by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓ with Modifications	DISAPPROVE [ ]
APPROVE WITH MODIFICATIONS	

Funds Availability: X YES / _____ NO/_____

Other (Specify) ~~with~~ see updated list

Budget Account No.: 2/1292.441.00.350.001.2.423

Norma L. Longoria	Norma L. Longoria	WIC	1/31/12
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Friday, February 03, 2012 @ 3:00 P.M.

Enclosures

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-00-00-SGS
SPECIFICATIONS

SCOPE OF SERVICES:

Hidalgo County is accepting sealed bids for the service of floor maintenance for all leased WIC offices located in Hidalgo County.

- Floors will be maintained on a monthly basis for WIC locations as listed herein. (refer to Location of WIC Clinics)
- Floors must be stripped, sealed and waxed on a monthly basis.
- Floor maintenance will be done after 5:00 p.m. during the week, on the 1st Friday of the month or on the 1st Saturday of the month after 1:00 p.m. or on any other weekend.

REQUIREMENTS:

- Bidder will be responsible for moving furniture and placing back as originally set.
- Bidder is also responsible for any damages within the cleaning site/area.
- Bidder shall provide all necessary labor, supplies, tools, equipment and/or any other materials required to render services for all Clinics specified herein, at no extra cost to Hidalgo County.

LOCATION OF WIC CLINICS

The following locations and/or sites listed below are to be considered minimum. The County reserves the right to request additional Clinics or reduce the number of Clinics as necessary and Vendor agrees to comply with such requests.

	LOCATION/SITE ADDRESS		
1.	Alamo WIC CLINIC -1215 313 E. Business 83 Ste. 113 Alamo, TX. 78516	10.	McAllen WIC CLINIC-1230 3001 N. 23RD STE. 8 McAllen, TX. 78501
2.	Alton WIC CLINIC -1214 3513 E. Main Ave Alton, TX. 785	11.	Mercedes WIC CLINIC -1208 540 S. Texas Mercedes, TX. 78570
3.	Alton WIC CLINIC -1231 3519 W. Main Ave. Ste. B Alton, TX. 785	12.	North San Juan WIC CLINIC -1229 509 E. Earling San Juan, TX. 78589
4.	Donna WIC CLINIC -1206 301 S. 8th Donna, TX. 78537	13.	Pharr WIC CLINIC -1224 925 W. Sam Houston Ste. 3 Pharr, TX. 78577
5.	Edinburg WIC CLINIC -1219 113 Dawson Edinburg, TX. 78539	14.	San Carlos WIC CLINIC -1226 230 N. 86th Edinburg, TX. 78539
6.	Edinburg Adm. Office. C. O. 3105 W. University Dr. Edinburg, TX. 78539	15.	Weslaco WIC CLINIC -1227 417 S. Oregon Weslaco, TX. 78596
7.	La Joya WIC CLINIC -1210 204 W. 2nd La Joya, TX. 78560	16.	South Tower Rd. Cre WIC-1245 1429 S. Tower Rd. Alamo. TX. 78516
8.	Las Milpas WIC CLINIC -1211 7013 S. Cage Ste F Pharr, TX. 78577	17.	~~Sullivan WIC CLINIC-1216~~ ~~371 E. Expressway 83~~ ~~Sullivan City, TX. 78595~~
9.	McAllen WIC CLINIC-1218 220 S. BICENTENNIAL STE. D McAllen, TX. 78501	18.	Rio Grande City WIC clinic 5404 Brand St. Rio Grande City, Tx. 78582

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-04-04-SGS
COMMODITY CODE: 910-25

SPECIFICATIONS

SCOPE OF SERVICES:

Hidalgo County is accepting sealed bids for the service of floor maintenance for all leased WIC offices located in Hidalgo County.

- Floors will be maintained on a monthly basis for WIC locations as listed herein. (refer to Location of WIC Clinics)
- Floors must be stripped, sealed and waxed on a monthly basis.
- Floor maintenance will be done after 5:00 p.m. during the week, on the 1st Friday of the month or on the 1st Saturday of the month after 1:00 p.m. or on any other weekend.

REQUIREMENTS:

- Bidder will be responsible for moving furniture and placing back as originally set.
- Bidder is also responsible for any damages within the cleaning site/area.
- Bidder shall provide all necessary labor, supplies, tools, equipment and/or any other materials required to render services for all Clinics specified herein, at no extra cost to Hidalgo County.

LOCATION OF WIC CLINICS

The following locations and/or sites listed below are to be considered minimum. The County reserves the right to request additional Clinics or reduce the number of Clinics as necessary and Vendor agrees to comply with such requests.

LOCATION/SITE ADDRESS			
1.	Alamo WIC CLINIC -1215 313 E. Business 83 Ste. 113 Alamo, TX. 78516	10.	McAllen WIC CLINIC-1230 3001 N. 23RD STE. 8 McAllen, TX. 78501
2.	Alton WIC CLINIC -1214 3513 E. Main Ave Alton, TX. 785	11.	Mercedes WIC CLINIC -1208 540 S. Texas Mercedes, TX. 78570
3.	Alton WIC CLINIC -1231 3519 W. Main Ave. Ste. B Alton, TX. 785	12.	North San Juan WIC CLINIC -1229 509 E. Earling San Juan, TX. 78589
4.	Donna WIC CLINIC -1206 301 S. 8th Donna, TX. 78537	13.	Pharr WIC CLINIC -1224 925 W. Sam Houston Ste. 3 Pharr, TX. 78577
5.	Edinburg WIC CLINIC -1219 113 Dawson Edinburg, TX. 78539	14.	San Carlos WIC CLINIC -1226 230 N. 86th Edinburg, TX. 78539
6.	Edinburg Adm. Office. C. O. 3105 W. University Dr. Edinburg, TX. 78539	15.	Weslaco WIC CLINIC -1227 417 S. Oregon Weslaco, TX. 78596
7.	La Joya WIC CLINIC -1210 204 W. 2nd La Joya, TX. 78560	16.	South Tower Rd. Crc WIC-1245 1429 S. Tower Rd. Alamo. TX. 78516
8.	Las Milpas WIC CLINIC -1211 7013 S. Cage Ste F Pharr, TX. 78577	17.	Rio Grande City WIC Clinic 5404 Brand St. Rio Grande City, TX. 78582
9.	McAllen WIC CLINIC-1218 220 S. BICENTENNIAL STE. D McAllen, TX. 78501		

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EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-04-04-SGS
COMMODITY CODE: 910-25

TERMS & CONDITION:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6. Hidalgo County reserves the right to add or delete Clinics during the term of the contract under the same rates, terms and conditions.

7. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

8. Hidalgo County reserves the right to award the bid One or to MULTIPLE bidders if the County determines it is in its best interest to do so.

9. Bidder must have been in business for at least two years.

10. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

11. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

12. Termination for cause and for convenience by the grantee of sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000).

13. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
14. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

15. Access by the grantee, the sub grantee, the federal grantor agency, the Comptroller General of the United States, **the State of Texas** or any of their duly authorized representatives to any books.

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Documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

16. Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.

17. Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

18. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

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 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.
   - 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.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - 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.

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3) **Timeframe 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.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Sandy Suarez, Buyer II, Hidalgo County Purchasing Department (956) 318-2626. 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, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, MARCH 28, 2012 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, MARCH 30, 2012 by 5:00 P.M.**

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EXHIBIT "B"

HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-04-04-SGS COMMODITY CODE: 910-25
BID PAGE

1. The following locations and/or sites listed below are to be considered minimum. The County reserves the right to request additional Clinics or reduce the number of Clinics as necessary and Vendor agrees to comply with such requests.

2. Vendor must thoroughly fill in each section of this section; **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

3. The following listed sites are to be billed to: Hidalgo County WIC Program-Administration Office
3105 W. University Dr.
Edinburg, Tx 78539
Attn: Mague Gonzalez, Admin. Assistant II
956-381-4646

	LOCATION/ADDRESS	MONTHLY RATE		LOCATION/ADDRESS	MONTHLY RATE
1	Alamo WIC Clinic-1215 313 E. Bus. 83 Ste. 113 Alamo, TX. 78516	$	**10**	McAllen WIC Clinic-1230 3001 N. 23rd Ste. 8 McAllen, TX. 78501	$
2	Alton WIC Clinic-1214 3513 E. Main Ave. Alton, TX. 78572	$	**11**	Mercedes WIC-Clinic-1208 540 S. Texas Mercedes, TX. 78570	$
3	Alton WIC Clinic-1231 3519 W. Main Ave. Ste. B Alton, TX. 78572	$	**12**	North San Juan WIC Clinic-1229 509 E. Earling San Juan, TX. 78589	$
4	Donna WIC Clinic-1206 301 S. 8th Donna, TX. 78537	$	**13**	Pharr WIC Clinic-1224 925 W. Sam Houston Ste. 3 Pharr, TX. 78577	$
5	Edinburg WIC Clinic-1219 113 Dawson Edinburg, TX. 78539	$	**14**	San Carlos WIC Clinic-1226 230 N. 86th Edinburg, TX. 78539	$
6	Edinburg Adm. Office. C. O. 3105 W. University Dr. Edinburg, TX. 78539	$	**15**	Weslaco WIC Clinic-1227 417 S. Oregon Weslaco, TX. 78596	$
7	La Joya WIC Clinic-1210 204 W. 2nd La Joya, TX. 78560	$	**16**	South Tower Rd. CRX W-1245 1429 S. Tower Rd. Alamo, TX. 78516	$
8	Las Milpas WIC Clinic-1211 7013 S. Cage Ste F Pharr, TX. 78577	$	**17**	Rio Grande City WIC Clinic 5404 Brand Str. Rio Grande City, TX. 78582	$
9	McAllen WIC Clinic-1218 220 S. Bicentennial Ste. D McAllen, TX. 78501	$			

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELL PHONE:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-051-00-00

THIS CONTRACT is made and entered into this **11th** day of **August, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR'S NAME** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Floor Maintenance for WIC Clinics Located in Hidalgo County**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County WIC Clinics**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

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Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 11, 2012** and ending on **August 10, 2013** and may be extended at the sole discretion of County for an additional two (2) one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

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submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

DRAFT

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company VENDOR'S NAME
ADDRESS
CITY, STATE ZIP CODE

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

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EXHIBIT "A"

Request for Bid (RFB)
Procurement Packet

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EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

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Sandy Suarez

From: Rocio Villarreal [rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, February 15, 2012 1:32 PM
To: Sandy Suarez
Subject: Fwd: FW: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request

---- Original Message ----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: 2/16/2012 12:41:16 AM
To: "'Rocio Villarreal'" <rocio.villarreal@co.hidalgo.tx.us>
Subject: FW: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request

YOU'RE ON A ROLL! YOU ROCK!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, February 15, 2012 11:41 AM
To: 'Martha Salazar'
Subject: RE: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 15, 2012 11:22 AM
To: scrain@atlashall.com
Cc: 'Rocio Villarreal'
Subject: FW: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request
Importance: High

Mr, Crain:

Please review, correct/modify, and comment as to form.

Thanks,

Requisition

Req # 00208477

PO #

Date: 01/05/12

Bill To: x
x

Vendor : 177725
SAFEHOUSE SECURITY SYSTEMS, INC.
P.O. BOX 4452
MCALLEN TX 78502-4452

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact: GEORGE
956-585-4509

Contract No:

Special Instructions:
R 2025

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ALARM MONITORING		
		FOR PENITAS LANDFILL DO NOT DUPLICATE ORDER		
12.00	MONTH	ALARM MONITORING SERVICE 01-01-12/12-31-12	20.00	240.00
		Account No	Encumbrance	
		2-1100-432-00-123-001-0-413	240.00	
			Freight	.00
			Total	240.00
		APPROVED BY GEORGE OCANA		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00210844

PO #

Date: 02/07/12

Consent # 31274 3/13/12

Bill To: x
x

Vendor: 258598

THE PRODUCTIVITY CENTER, INC.
10850 RICHMOND AVE., SUITE 285
HOUSTON TX 77042
FAX (713)939-9099

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	PKG	TCLEEDS Membership Software License for TCLEOSE reporting. (Package of 3 Licenses @ $295)	295.00	295.00
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-342	295.00	
			Freight	.00
			Total	295.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

brazos technology

v2.2

SOFTWARE MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made and entered into and effective 22nd day of December, 2011, by and between Brazos Technology Corporation, having its principal place of business at 526 University Drive East, Suite 201-A, College Station, Texas 77840, USA ("Brazos Technology") and County of Hidalgo, a Texas County, having its principal place of business at 1615 S. Closner Suite G-H, Edinburg, TX 78539 ("Licensee").

Licensee

WHEREAS, BRAZOS TECHNOLOGY has provided to Licensee certain software as specified in Exhibit A of this Agreement ("Covered Software") pursuant to a software license agreement between the parties (the "License Agreement"); and

WHEREAS, Licensee wishes to have BRAZOS TECHNOLOGY provide maintenance and support services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

Exhibit A	Covered Sites, Software & Configuration
Exhibit B	Authorized Licensee Contacts
Exhibit C	Services and Fees

II. COVERAGE

During the term of this Agreement, BRAZOS TECHNOLOGY agrees to provide maintenance and support services for the Covered Software operating at the site(s) and on the hardware configurations listed in Exhibit A ("Maintenance Services"). Unless specifically listed in Exhibit A, Section II, Covered Software does not include hardware vendor operating systems and other system software, Licensee-developed software, and third-party software (except any third party software embedded in the Covered Software).

III. DESCRIPTION OF MAINTENANCE SERVICES

A. Support Services. During the term of this Agreement, BRAZOS TECHNOLOGY will provide the services described herein so as to maintain the Covered Software in

good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement.

(1) Service Response. BRAZOS TECHNOLOGY will make available to Licensee a telephone number (the "Support Center HOTLINE") for Licensee to call requesting service of the Covered Software. The Support Center HOTLINE operates 24 x 7 x 365. The HOTLINE can also be used to notify BRAZOS TECHNOLOGY of problems associated with the Covered Software and related documentation.

B. Remedial Support. Upon receipt by BRAZOS TECHNOLOGY of notice from Licensee through the Support Center HOTLINE of an error, defect, malfunction or nonconformity in the Covered Software, BRAZOS TECHNOLOGY shall respond as provided below:

Severity 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. BRAZOS TECHNOLOGY will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If BRAZOS TECHNOLOGY delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (4) hours. BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If BRAZOS TECHNOLOGY delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious

manner, and the user suffers little or no significant impact.

RESPONSE: BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from BRAZOS TECHNOLOGY.

RESPONSE: BRAZOS TECHNOLOGY will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

C. Maintenance Services. During the term of this Agreement, BRAZOS TECHNOLOGY will maintain the Covered Software by providing software updates and enhancements to Licensee as the same are offered by BRAZOS TECHNOLOGY to its licensees of the Covered Software under maintenance generally ("Updates"). All software updates and enhancements provided to Licensee by BRAZOS TECHNOLOGY pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

(1) Bug fixes;

(2) Enhancements to market data service software provided by BRAZOS TECHNOLOGY to keep current with changes in market data services or as BRAZOS TECHNOLOGY makes enhancements;

(3) Enhancements to keep current with the current hardware vendor's OS releases, as available from BRAZOS TECHNOLOGY, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by BRAZOS TECHNOLOGY; and

(4) Performance enhancements to Covered Software.

(5) Updates do not include:

(a) Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and

(b) New operating system updates or hardware bios updates.

Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be

made electronically to the installed computers automatically during a sync process. Licensee agrees to sync each device no less than once per month to obtain any software or configuration changes. Duplication, distribution and installation of documentation updates are the responsibility of Licensee. If requested, BRAZOS TECHNOLOGY will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

BRAZOS TECHNOLOGY will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, BRAZOS TECHNOLOGY shall have no further responsibility for supporting and maintaining the prior releases.

BRAZOS TECHNOLOGY assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Covered Software and were made without prior notification and written approval by BRAZOS TECHNOLOGY. BRAZOS TECHNOLOGY assumes no responsibility for the operation or performance of any Licensee-written or third-party application.

D. Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Covered Software; (4) training; or (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

IV. ON-SITE SUPPORT

As requested by Licensee, and upon reasonable notice and approval by BRAZOS TECHNOLOGY, BRAZOS TECHNOLOGY shall maintain personnel at any of the covered Sites. On-site personnel will perform ongoing system administration, monitoring, reconfiguration and tuning, problem diagnosis, and resolution, and interfacing with Licensee personnel on production system issues, to the extent possible during normal business hours. These personnel shall also be responsible for the installation of new BRAZOS TECHNOLOGY software releases on the production system and the distribution of documentation updates. In addition, on-site personnel will provide training to Licensee personnel on the operation and administration of the Covered Software as time permits.

V. TIME AND MATERIALS SERVICES

A. For Non-BRAZOS TECHNOLOGY Problems. In the event that Licensee notifies BRAZOS TECHNOLOGY of a problem experienced by Licensee in connection with the operation of the Covered Software, BRAZOS

TECHNOLOGY shall respond as provided in Section III.B., above. If the cause of such problem is not an error, defect or nonconformity in the Covered Software, Licensee shall compensate BRAZOS TECHNOLOGY for all work performed by BRAZOS TECHNOLOGY in connection therewith, on a time and materials basis at Brazos Technology's then current standard rates, unless otherwise agreed by the parties in writing at the time, plus expenses. Expenses for travel and travel-related expenses and individual expenses in excess of US$500 require the prior approval of Licensee.

B. For Non-BRAZOS TECHNOLOGY Software. Upon request and reasonable notice from Licensee, BRAZOS TECHNOLOGY will provide assistance in the installation of non-BRAZOS TECHNOLOGY software on a time and materials basis, plus expenses. Non-BRAZOS TECHNOLOGY software consists of any software not specifically listed in Exhibit A, Section II, including the following:

1. New releases and updates to hardware vendor operating systems and other system software not listed in Exhibit A;

2. Licensee-developed software; and

3. Third-party software (except third party software embedded in the Covered Software).

VII. ACCESS

Software Maintenance is conditioned upon provision by Licensee to BRAZOS TECHNOLOGY of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. BRAZOS TECHNOLOGY will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Licensee standard security procedures. Information accessed by BRAZOS TECHNOLOGY agents or employees as a result of accessing Licensee system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto.

Licensee shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

VIII. PROBLEM REPORTING AND TRACKING PROCEDURES

Licensee may use the services described herein only by making reference to the authorized support Agreement number. All such reports and requests will be made through the authorized individuals (up to two [2] per site), designated by Licensee in Exhibit B, who may be changed by Licensee from time to time by written notice to BRAZOS TECHNOLOGY. A twenty-four (24) hour Support Center HOTLINE is

provided for problem reporting outside of normal business hours.

IX. FEES

A. Maintenance Fees. Fees for Maintenance Services provided under this Agreement are contained in Exhibit C. Any time a site or software package is added or deleted from Exhibit A, BRAZOS TECHNOLOGY will automatically adjust and/or amend Exhibit A and Exhibit C accordingly. BRAZOS TECHNOLOGY will also perform a bi-annual audit of all sections in Exhibit A. If changes have occurred, BRAZOS TECHNOLOGY will adjust and/or amend Exhibit A and Exhibit C, and maintenance fees will be adjusted accordingly.

Rates will be reviewed and adjusted accordingly when another site is added and/or the workstation/server base increases (i.e., added equipment and/or installed software) and/or software to be supported exceeds the Covered Software.

B. Expenses. Licensee agrees to reimburse BRAZOS TECHNOLOGY for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US$500 require the prior approval of Licensee.

X. PAYMENT

A. Maintenance fees and fees for on-site support, if applicable, will be invoiced annually, thirty (30) days in advance of the year.

XI. EXCLUSION OF LIABILITY

BRAZOS TECHNOLOGY MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH BRAZOS TECHNOLOGY IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY BRAZOS TECHNOLOGY OF THE RISK OF LICENSEE CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, BRAZOS TECHNOLOGY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL BRAZOS TECHNOLOGY BE LIABLE HEREUNDER TO LICENSEE FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID

BY LICENSEE TO BRAZOS TECHNOLOGY UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

XII. General

A. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

B. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas. Any and all proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Hidalgo County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personam jurisdiction, provided that service is effective.

C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

D. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

E. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

XIII. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year. Software Maintenance service shall commence upon the expiration of the Warranty Period set forth in the License Agreement and shall remain in effect for the original one-year (1-year) term and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Licensee in the event the Covered Software is taken out of service and upon sixty (60) days' notice to BRAZOS TECHNOLOGY; (ii) by either party upon sixty (60) days' notice prior to the expiration of the original one-year (1-year) or any subsequent one-year (1-year) renewal term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of BRAZOS TECHNOLOGY; or (v) the License Agreement is terminated.

Upon such termination, BRAZOS TECHNOLOGY shall refund to Licensee a portion of the maintenance fee prorated to reflect the date of termination and neither BRAZOS TECHNOLOGY nor Licensee shall have any further obligations hereunder.

IN WITNESS WHEREOF, each party has caused a counterpart of the original of this Agreement to be executed as of the date first written above by its duly authorized representative.

COUNTY OF HIDALGO	BRAZOS TECHNOLOGY
Signed: _____	Signed: _____
Print Name: _____	Print Name: Michael McAleer
Title: _____	Title: President
Date: _____	Date: _____

EXHIBIT A -- COVERED SITES, SOFTWARE AND CONFIGURATION

A. Covered Sites.

This Agreement covers the following Licensee sites:
COUNTY OF HIDALGO Fire Marshal
COUNTY OF HIDALGO JP/County Court

B. Covered Software.

This Agreement covers the following software components at each site listed in Exhibit A, Section A:

Brazos BuildIT Website for eCitation processing
Brazos RunIT Mobile software
eCitation processing for both Symbol MC70/75s

C. Covered Configuration.

This Agreement covers the following configuration:
Five (5) workstation/PDA licenses of Covered Software purchased by Licensee.

EXHIBIT B -- AUTHORIZED LICENSEE CONTACTS

For purposes of this Agreement, the following individuals shall be designated per site as the authorized Licensee support contacts:

COUNTY OF HIDALGO Emergency Services Address:

Name	Title	Phone #
Contact: _____		_____

EXHIBIT C -- SERVICES AND FEES

A. Maintenance Fee

Maintenance Services for the applications and configuration listed in Exhibit A will be included in the software cost for the first year of this Agreement. This fee will be adjusted at each anniversary date of this Agreement to the then current pricing. Should additional software be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.

Reg# 211743

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

February 8, 2012

Hidalgo County Health Department

1304 South 25th Street
Edinburg, TX. 78539
(956) 318-2511

Scope of work: Fire Alarm & Burglary System monitoring for the Mission Clinic at 211 S. Schuerbach Rd. Mission, TX.

***Fire alarm system needs a commercial fire UL listed Dialer**

QTY	PART #	CATALOG	DESCRIPTION	LIST PRICE	BUYBOARD 30% DISCOUNT
1	9068	BOSCH	DIALER	$ 226.00	$ 158.20
1	12V-BATT	DSX	BATTERY	$ 35.00	$ 24.50
1	CAT-5	NOT ON CATALOG	CABLE	$ 21.76	$ 21.76
				EQUIPMENT TOTAL:	$ 204.46
				LABOR (RATE @ $75):	$ 225.00
				GRAND TOTAL:	$ 429.46

Texas BuyBoard Catalog 325-09

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

Accepted by: _____ Date _____

Respectfully,
Flor Salazar
Security Consultant

SAFEHOUSE SECURITY SYSTEMS
SECURITY MONITORING AGREEMENT
(Form 1)

5017 South McColl/Edinburg, Texas 78539
Tel:(956)971-0123 Fax:(956) 971-0124 1-800-SAFE-322

This Agreement, made this date of _____ by and between Safehouse Security Systems, whose address and telephone number are shown above and
Customer: Penitas Land Fill
Address: 1/4 mi W Farm 1427 Military Rd
City, State and Zip: Penitas TX 78572
Monitoring Account No: 11-4022

1. SERVICES AND EQUIPMENT TO BE FURNISHED

a. In order to provide the services described in this Agreement, Safehouse agrees to provide and install, at the Customer's locatic stated above, all of the equipment listed on the Attached Schedule A (the "Equipment"). Ownership of the Equipment shall remain with Customer at all mes.
b. Safehouse will provide to Customer the services described in this Agreement (the "Monitoring Services") subject to the terms f this Agreement. Safehouse will install or maintain the Equipment at Customer's location and Safehouse authorized monitoring contractor will Mc itor signals activated by the Customer's Equipment. Upon receipt of a signal indicating activation of the equipment. Safehouse authorized monitoring contr tor will make reasonable efforts to telephone the emergency agency or contact set forth in Schedule B (Customer Emergency Information Schedule) and n ify that agency or contact of the activation of the Equipment.
c. In addition to receiving the Monitoring Services, Safehouse will agree to service and maintain the Equipment at the Customer location stated above for a period of one year. Customer may elect also to receive Extended maintenance services (the "Maintenance Services") from Safeh use, whereby Safehouse will agree to service and maintain the Equipment at the Customer's location stated above. The Customer may receive such Exten ed Maintenance Service upon execution of the attached Schedule C (Maintenance Services Agreement Schedule), in accordance with the terms of such Sc edule C. The Customer should, however, at all times agree to pay Safehouse at all time of repair all reasonable charges for repairing the Equipment wher such repairs or replacement are necessitated by Customer's negligence, misuse, abuse of the equipment, or Acts of God.

2. MONITORING AND MAINTENANCE SERVICE FEES

Customer agrees to pay monthly or quarterly, in advance, the monthly or quarterly Monitoring Service Charge as set forth below . ithin 10 days of Customer's receipt of its monthly or quarterly invoice. The right of the Customer to pay the Monitoring Services charge pursuant to the paym nt options enumerated herein shall be extinguished in the event the Customer has not paid the Monitoring Service charge in a timely manner, in which e ont all payments for the initial or renewal term shall become immediately due and payable. Pursuant to Schedule C, Customer will agree to pay an additi n Maintenance service charge in advance, if such Customer elects Extended Maintenance Service coverage. Monitoring service charges for partial mont or quarters will be prorated. A late payment charge from the due date at the rate of one-half percent (1.5%) per month (18% per year) of the unpaid l lance, or any lesser rate if required by applicable law, will be charged on any part of the invoice unpaid for 10 days after it is due.

Description of Service: 24 Hour Monitoring Service
Payment Option **Monthly $** 20 **Quarterly $** _____ **Ann al $** _____

3. DURATION

THE INITIAL TERM OF THIS AGREEMENT SHALL BE FOR AN IRREVOCABLE ONE YEAR TERM STARTING ON THE FIRST OF TH MONTH DURING WHICH THE EQUIPMENT IS INSTALLED AND CONNECTED BY SAFEHOUSE. THIS AGREEMENT WILL AUTOMATICALLY CONTINUE FO SUCCESSIVE ONE-YEAR RENEWAL TERMS UNLESS CUSTOMER OR SAFEHOUSE GIVES WRITTEN NOTICE OF CANCELLATION AT LEAST 60 DAYS BEPO B THE INITIAL OR RENEWAL TERM ENDS.

4. LIMITATION OF LIABILITY

a. Customer acknowledges that the full range of equipment, Monitoring Service and Maintenance Service available to Customer has been explaine by Safehouse and that Customer desires and has contracted for all Monitoring Services and Maintenance Service, if applicable, listed in this Agreement and, if elected, Sc dule C.
b. CUSTOMER ACKNOWLEDGES THAT SAFEHOUSE AND SAFEHOUSE'S AUTHORIZED MONITORING CONTRACTOR IS NOT AN ISURER AND THAT THE AMOUNTS PAYABLE BY CUSTOMER UNDER THIS AGREEMENT ARE NOT SUFFICIENT TO WARRANT SAFEHOUSE ASSUMING A Y RESPONSIBILITY FOR ANY LOSS OR INJURY, EVEN IF DUE TO SAFEHOUSE'S NEGLIGENCE OR FAILURE TO PERFORM. CUSTOMER AGREES THAT IT V LL OBTAIN WHATEVER INSURANCE NECESSARY TO COVER INJURIES, PROPERTY LOSS OR DAMAGES AT CUSTOMER'S LOCATION.
c. IN NO EVENT SHALL SAFEHOUSE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES H WEVER CAUSED. THESE LIMITATIONS WILL APPLY FOR ANY CLAIMS, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY EVEN IF SAFEHOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. ADDITIONAL TERMS

THIS AGREEMENT, THE FRONT AND BACK OF THE SCHEDULE ACCOMPANYING THIS AGREEMENT ALL CONTAIN IMPORTANT NFORMATION REGARDING CUSTOMER'S RIGHTS AND OBLIGATIONS. CUSTOMER ACKNOWLEDGES THAT PRIOR TO SIGNING THIS AGREEM NT, CUSTOMER RECEIVED, READ AND UNDERSTOOD A LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY OF THIS AGREEMENT AND THE ATTACHED CHEDULES.

6. CANCELLATION RIGHTS - RESIDENTIAL CUSTOMERS

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AI ER THE DATE OF THIS TRANSACTION TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A WRITTEN NOTICE OF CANCELLATION, SIGNED AND D ED TO THE ABOVE ADDRESS.

SIGNATURES

Safehouse Security Systems
Authorized Representative

_____ **Customer Signature** _____

This Agreement shall not bind Safehouse unit it is executed by its duly authorized represer ative.

(SEE REVERSE SIDE)

Requisition

Req # 00211762

PO #

Date: 02/22/12

Consent #31261 3/13/12

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 1 00:15 START DATES: 3/30/12 - 4/26/12 LOCATION:MAIN PLACE # OF SCREENS: 6 # OF WEEKS:4 NET RATE:$5.00 NET MEDIA:$120.00	120.00	120.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 1 00:15 START DATES: 3/30/12 - 4/26/12 LOCATION: MOVIES 10 # OF SCREENS:10 # OF WEEKS:4 NET RATE:$16.00 NET MEDIA: $640.00	640.00	640.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 1 00:15 START DATES: 3/30/12 - 4/26/12 LOCATION: MOVIES 17 # OF SCREENS:17 # OF WEEKS:4 NET RATE: $18.00 NET MEDIA: $1,224.00	1,224.00	1,224.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 1 00:15 START DATES: 3/30/12 - 4/26/12 LOCATION: MOVIES 8 # OF SCREENS: 8 # OF WEEKS: 4 NET RATE: $5.00 NET MEDIA: $160.00	160.00	160.00
1.00	EACH	OM ON SCREEN REGIONAL SEGMENT 1 00:15 START DATES: 3/30/12 - 4/26/12 LOCATION:TINSELTOWN MISSION # OF SCREENS: 17 # OF WEEKS: 4 NET RATE: 18.00 NET MEDIA: $1224.00	1,224.00	1,224.00
1.00	EACH	OM LOBBY ENTERTAINMENT NETWORK DATES: 3/30/12 -4/26/12 LOCATION: MAIN PLACE # OF SCREENS:6 # OF WEEKS: 4 NET RATE: $5.00 NET MEDIA: $20.00	20.00	20.00
1.00	EACH	OM LOBBY ENTERTAINMENT NETWORK DATES: 3/30/12 -4/26/12	60.00	60.00

Authorized By: _____

Requisition

Req # 00211762

PO #

Date: 02/22/12

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		LOCATION: MOVIES 10 # OF SCREENS:10 # OF WEEKS: 4 NET RATE: $15.00 NET MEDIA: $60.00		
1.00	EACH	OM LOBBY ENTERTAINMENT NETWORK DATES: 3/30/12 -4/26/12 LOCATION: MOVIES 17 # OF SCREENS:17 # OF WEEKS: 4 NET RATE: $15.00 NET MEDIA: $60.00	60.00	60.00
1.00	EACH	OM LOBBY ENTERTAINMENT NETWORK DATES: 3/30/12 -4/26/12 LOCATION: MOVIES 8 # OF SCREENS:8 # OF WEEKS: 4 NET RATE: $5.00 NET MEDIA: $20.00	20.00	20.00
1.00	EACH	OM LOBBY ENTERTAINMENT NETWORK DATES: 3/30/12 -4/26/12 LOCATION: TINSELTOWN MISISON # OF SCREENS:17 # OF WEEKS: 4 NET RATE: $15.00 NET MEDIA: $60.00	60.00	60.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78501 # OF WEEKS: 4 NET CPM: $7.49 NET MEDIA: $ 32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78502 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78503 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD ~~DATES: 3/30/12 - 4/26/12~~ LOCATION: NCM PORTFOLIO SITES, 78504 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD	32.00	32.00

Authorized By: _____

Requisition

Req # 00211762

PO #

Date: 02/22/12

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78505 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00		
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78516 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78537 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78539 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78540 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78541 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78542 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78543 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78557 # OF WEEKS: 4	32.00	32.00

Authorized By: _____

Requisition

Req # 00211762

PO #

Date: 02/22/12

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		NET CPM: $ 7.49 NET MEDIA: $ $32.00		
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78570 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78572 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78573 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78574 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78577 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78579 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78589 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM ON LINE BANNER AD ~~DATES: 3/30/12 - 4/26/12~~ LOCATION: NCM PORTFOLIO SITES, 78596 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00

Authorized By: _____

Requisition

Req # 00211762

PO #

Date: 02/22/12

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	OM ON LINE BANNER AD DATES: 3/30/12 - 4/26/12 LOCATION: NCM PORTFOLIO SITES, 78599 # OF WEEKS: 4 NET CPM: $ 7.49 NET MEDIA: $ $32.00	32.00	32.00
1.00	EACH	OM CREATIVE SERVICES	525.00	525.00
		Account No	Encumbrance	
		2-1293-441-00-340-012-2-540	4,817.00	
			Freight	.00
			Total	4,817.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

McALLEN ISD
Fulfilling Our Promise
STUDENT SUPPORT SERVICES

JOHN L. WILDE
Director for Student Support Services

MEMORANDUM

To: Israel "Buddy" Silva, Chief Juvenile Probation Officer

From: John L. Wilde, Director for Student Support Services

Thru: Dr. Mike Barrera, Assistant Superintendent for District Operations

Date: August 10, 2011

Subject: Student Transition and Re-Direction Program (S.T.A.R.)

On August 4, 2011, I received a phone call from Jose Loya, Coordinator for the S.T.A.R. Program, who was asking questions/where-a-bouts of the computers that were in the portable building that are property of the Hidalgo County Juvenile Probation Department. I informed him that I had no idea who had the computers; however, I recommended that he contact Philip Grossweiler, De Leon M.S. Principal, to discuss the matter. If you have any questions, please contact me at 618-6031. Thank you!

jlw

8-11-11

Elena. This is a copy of the McAllen ISD Police Dept Arrest P.C.'s —

520 S. 23RD STREET • McALLEN, TEXAS 78501 • 956-618-6031 • FAX 956-971-4507

Memorandum

To: Israel "Buddy" Silva
Director
Chief Juvenile Probation Officer

From: Jose I. Loya
Captain
S.T.A.R. Coordinator

Date: August 9, 2011

Re: Stolen Computers

I would like to inform you that on August 3, 2011 the two computers were stolen from the portable behind Alonzo De Leon Middle School 4201 n. 29th St. I sent Sgt. Torres to The Instruction & Guidance Center 1619 Galveston to print the serial #'s of the computers for the police officers that were going to get called.

Sgt. Torres returned back to the portable behind Alonzo De Leon Middle school. I called the Mcallen I.S.D. Police and they made the report. All S.T.A.R. Drill Instructors wrote an affidavit and were questioned on August 4, 2011. The Case # to the report is: 08032011-001222 & the investigator's name is Officer Rodriguez; also his phone # is (956)632-3671 or (956) 632-3674.

PS I also have the memo for the serial # to the computers that were stolen. If you have any questions feel free to call me:

Sincerely yours,

Jose I. Loya

Case # : 08032011-001222

McAllen ISD Police Department
POLICE DEPARTMENT

Case Report

Reported By: **OFFICER U.CORPUS**

Incident Types Label		
THEFT - PC 31.03 (FELONY)		
Disposition		**Method of Reporting**
CLOSED		**BY RADIO**
		Related Number:
		2011-08-03-29646
Incident Occurred Date	**Incident Occurred End Date**	**Incident Discovered / Called In**
07/27/2011 at 12:00 AM	**08/03/2011 at 10:00 AM**	**08/03/2011 at 12:58 PM**
Location		**Specific Location**
MIDDLE SCHOOL : DE LEON MIDDLE SCHOOL		**4201 N 29TH ST MCALLEN, TX 78501(4201 NORTH 29TH STREET MCALLEN TX 78501)**
Manager/Supervisor On Duty		**Manager/Supervisor Notified**
CPL. R. LONGORIA		

Report Synopsis/Overview

TPC 31.03 Theft (SJF)

Officer Corpus was dispatched to Deleon Middle School in reference to possible computer stolen in portable building #40.

Related Number:

2011-08-03-29646

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

List of supplemental reports

Follow Up 08032011-001222_1
Follow Up 08032011-001222_2
Follow Up 08032011-001222_3
Follow Up 08032011-001222_4

List of contacts in this report

LOYA, JOSE	COMPLAINANT
ALANIZ, MISTY	OTHER
FLORES, MARKO	OTHER
SANDOVAL JR, JAIME	OTHER
SANTILLANA, ALEX	OTHER
TORRES, ELVA	OTHER
HIDALGO COUNTY JUVENILE PROBATION	VICTIM

Contact # 1 (COMPLAINANT)

Full Name: JOSE LOYA

Drivers License	Drivers LicenseState	Email Address
03367753	TX	

Date of Birth	Age	Gender	Race	Height	Weight	Hair Color	Eye Color
11/02/1959	51	MALE	HISPANIC	5'07"	210	BLACK	BROWN

Notes: COORDINATOR

Addresses

Street Number	Street Direction	Street Name	Street Type
1106		TEXAS	

Apt./Suite	City	State	Zip	Address Type
	LA FERIA	TX	78559	HOME

Phones :

Type	Number
CELL	956-226-9081

Contact # 2 (OTHER)

Full Name: MARKO FLORES

Drivers License	Drivers LicenseState	Email Address
12029564	TX	

Date of Birth	Age	Gender	Race	Height	Weight	Hair Color	Eye Color
07/15/1972	39	MALE	HISPANIC	5'09"	160	BROWN	BROWN

Notes: DRILL INSTRUCTOR FOR HIDALGO COUNTY

Addresses

Street Number	Street Direction	Street Name	Street Type
3220		FUERTE	AVENUE

Apt./Suite	City	State	Zip	Address Type
	MCALLEN	TX	78504	HOME

Phones :

Type	Number
CELL	254-458-3710

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

Contact # 3 (OTHER)

Full Name							
ELVA TORRES							
Drivers License			**Drivers LicenseState**		**Email Address**		
16148426			TX				
Date of Birth	**Age**	**Gender**	**Race**	**Height**	**Weight**	**Hair Color**	**Eye Color**
05/26/1975	36	F	WHITE HISPANIC	5'01"		BROWN	BROWN

Notes

STAR PROGRAM SGT./INSTRUCTOR

Addresses

Street Number	Street Direction	Street Name		Street Type
4409		PHYLLIS		LANE
Apt./Suite	**City**	**State**	**Zip**	**Address Type**
	EDINBURG	TX	78539	HOME
Street Number	**Street Direction**	**Street Name**		**Street Type**
4201	NORTH	29TH		STREET
Apt./Suite	**City**	**State**	**Zip**	**Address Type**
	MCALLEN	TEXAS	78501	MISD PROPERTY

Phones :

Type	Number
WORK	(956)632-8800
CELL	956-225-3354

Contact # 4 (OTHER)

Full Name							
JAIME JOEL SANDOVAL JR							
Drivers License			**Drivers LicenseState**		**Email Address**		
01385796			TX				
Date of Birth	**Age**	**Gender**	**Race**	**Height**	**Weight**	**Hair Color**	**Eye Color**
10/06/1975	35	MALE	WHITE HISPANIC	5'10"		BROWN	BROWN

Notes

S.T.A.R. DRILL INSTRUCTOR

Addresses

Street Number	Street Direction	Street Name		Street Type
2501		ESPERANZA		LANE
Apt./Suite	**City**	**State**	**Zip**	**Address Type**
	MCALLEN	TX	78501	HOME

Phones :

Type	Number
CELL	956-451-9554

Contact # 5 (OTHER)

Full Name		
MISTY RENEE ALANIZ		
Drivers License	**Drivers LicenseState**	**Email Address**

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

16038562 TX

Date of Birth	Age	Gender	Race	Height	Weight	Hair Color	Eye Color
05/01/1983	28	MALE	WHITE HISPANIC	5'00"		BROWN	BROWN

Notes
S.T.A.R. DRILL INSTRUCTOR

Addresses

Street Number	Street Direction	Street Name	Street Type
209	SOUTH	PABLO ALANIZ	STREET

Apt./Suite	City	State	Zip	Address Type
	SANTA ROSA	TX	78593	

Phones :

Type	Number
CELL	956-536-0533

Contact # 6 (OTHER)

Full Name
ALEX SANTILLANA

Drivers License	Drivers LicenseState	Email Address
10007368		

Date of Birth	Age	Gender	Race	Height	Weight	Hair Color	Eye Color
08/03/1962	49	M	WHITE HISPANIC	0'			

Notes
S.T.A.R. DRILL INSTRUCTOR

Addresses

Street Number	Street Direction	Street Name	Street Type
3000		HARMONY	LANE

Apt./Suite	City	State	Zip	Address Type
	MISSION	TX	78572	HOME

Street Number	Street Direction	Street Name	Street Type
300		HARMONY	LANE

Apt./Suite	City	State	Zip	Address Type
	MISSION	TX	78572	HOME

Phones :

Type	Number
CELL	956-534-1132

Contact # 7 (BUSINESS - VICTIM)

Business Name	Business Number
HIDALGO COUNTY JUVENILE PROBATION	

Addresses

Apt./Suite	City	State	Zip Code	Address Type
	EDINBURG	TX	78539	BUSINESS

Property #1 (STOLEN)

Property Reference #	Property Type	Property Category
1	OTHER ELECTRONICS	STOLEN

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : **08032011-001222**

Property Disposition	Barcode Number
STOLEN	**100000001669**
Property Description	**PropertyLocation**
BASE	

Brand	Model	Serial Number
DELL	**OT757**	**80045-635-230-430**
Approximate Size	**Property Color**	**Owner**
		HIDALGO COUNTY JUVENILE PROBATION
Approximate Value	**Quantity**	**Total**
$700.00	**1**	**$700.00**

Note

SERVICE TAG:3YN6GD1 ESPRSS SERVICE CODE:8625129301 PRODUCT KEY: QXMX7-3B28Q-C3YBV-86VR3-BT3VG X12-51822

Property #2 (STOLEN)

Property Reference #	Property Type	Property Category
2	**OTHER ELECTRONICS**	**STOLEN**
Property Disposition	**Barcode Number**	
STOLEN	**100000001666**	
Property Description	**PropertyLocation**	
KEYBOARD		

Brand	Model	Serial Number
DELL		**CN0GM952-44751-0170**
Approximate Size	**Property Color**	**Owner**
		HIDALGO COUNTY JUVENILE PROBATION
Approximate Value	**Quantity**	**Total**
$50.00	**2**	**$100.00**

Note

With mouse
CMIIID:2006DJ0IIB IC 4418A-212172 DP/N:GM952 FCCID:JNZZ12172 CFT:RCPDEYR06-280 LP/N:820-000528 PID:LZ725B307RV NO:ESD-0602515C

Property #3 (STOLEN)

Property Reference #	Property Type	Property Category
3	**OTHER ELECTRONICS**	**STOLEN**
Property Disposition	**Barcode Number**	
STOLEN	**100000001668**	
Property Description	**PropertyLocation**	
MONITOR		

Brand	Model	Serial Number
DELL	**CN-0FK945-71618-76N-BFJW**	**CN-0FK945-71618-76N-BFK**
Approximate Size	**Property Color**	**Owner**
		HIDALGO COUNTY JUVENILE PROBATION
Approximate Value	**Quantity**	**Total**
$200.00	**1**	**$200.00**

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Note
monitor, base and keyboard are valued at about total $1000

Property #4 (STOLEN)

Property Reference #	Property Type	Property Category
4	**OTHER ELECTRONICS**	**STOLEN**
Property Disposition	**Barcode Number**	
STOLEN	**100000001664**	
Property Description	**PropertyLocation**	
MONITOR		

Brand	Model	Serial Number
DELL		**CN-0FK945-71618-76N-BFJW**
Approximate Size	**Property Color**	**Owner**
		HIDALGO COUNTY JUVENILE PROBATION
Approximate Value	**Quantity**	**Total**
$200.00	**1**	**$200.00**

Note
monitor and base are one, plus a wireless keyboard value about $1000

Property #5 (STOLEN)

Property Reference #	Property Type	Property Category
5	**OTHER ELECTRONICS**	**STOLEN**
Property Disposition	**Barcode Number**	
STOLEN	**100000001667**	
Property Description	**PropertyLocation**	
KEYBOARD		

Brand	Model	Serial Number
DELL	**CN-0GM952-44751-76L-016Y**	**CN-0GM952-44751-76L-016Y**
Approximate Size	**Property Color**	**Owner**
		HIDALGO COUNTY JUVENILE PROBATION
Approximate Value	**Quantity**	**Total**
$50.00	**2**	**$100.00**

Note
keyboard, with mouse

Property #6 (STOLEN)

Property Reference #	Property Type	Property Category
6	**OTHER ELECTRONICS**	**STOLEN**
Property Disposition	**Barcode Number**	
STOLEN	**100000001665**	
Property Description	**PropertyLocation**	
BASE		

Brand	Model	Serial Number
DELL	**OT 757**	**80045-635-230-430**
Approximate Size	**Property Color**	**Owner**
		HIDALGO COUNTY JUVENILE PROBATION

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

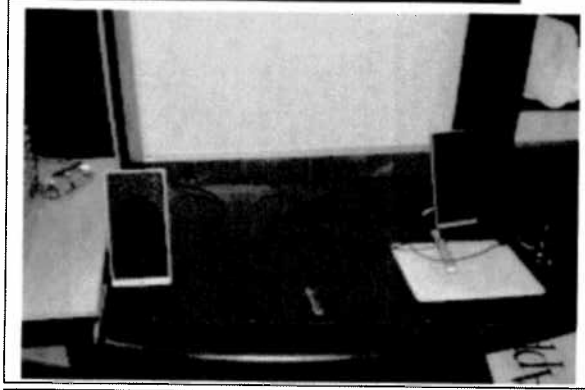
Approximate Value	Quantity	Total
$700.00	1	$700.00

Note

model 0t757 80045-635-230-429 , x12-51822; 5yn6gd1; 12978693973 product key: K976D-PJYYH-XYY2F-VDXTP-KWDQ

Digital Media List

Digital Media # 1



Title

theft

Description

dell computer

Theft

Police Case Number:	What was stolen? (overview)	Stolen Items Value
	COMPUTERS	$2,000.00
Officer Witness		Retail Theft?
		NO

Narrative text

On Wednesday, August 3, 2011 at about 12:55 pm, Officer Urbano Corpus II, was dispatched to De Leon Middle School in reference to a theft.

Upon arrival at portable building #40, Officer Corpus made contact with STAR Coordinator Capt. Jose Loya in the office. Also in the office were S.T.A.R. Instructors, Marko Flores, Elva Torres, Jaime Joel Sandoval Jr., Misty Renee Alaniz and Alex Santillana. Captain Loya stated that 2 Dell computers, base,monitors and keyboards were also taken each set valued between $850 to $1000. Captain Loya added that the computers were County of Hidalgo property. Captain Loya handed Officer Corpus a copy of the computers information models and serial numbers. Captain Loya added the last time they were seen was Wednesday, July 27,2011 in the office. Officer Corpus asked Captain Loya if anyone else had keys. He stated only the staff instructors. Captain Loya stated, he had checked with the school principal Mr. Grossweiler to ask if the computers were picked up, but was told by Principal Mr. Grossweiler that only custodian Rosbel had keys to the portable.

Officer Corpus went to De Leon in attempt to speak to Rosbel, but was not in the building. One of the other custodian got a-hold of him on her cell phone. Officer Corpus asked Rosbel if he had keys to the portable building. Rosbel said he had keys to the building but not the office.

Officer Corpus then made contact with Marko Flores. Mr. Flores stated he arrived this morning (8-3-11),at about 9:55 a.m. and noticed there was no electricity to the building when he turned on the lights. Mr. Flores added he left the door open so, he could see to unlock the office door. Mr. Flores said about 5 minutes later Elva Torres arrived and they both entered office. Ms.Torres then noticed the computers were missing. Mr.Flores said he thought the De Leon school personnel had picked up the computers. Mr.Flores stated they hadn't been in the office since May 29, 2011.

Officer Corpus then spoke with Elva Torres who stated she arrived about 9:58 a.m. and noticed there were no lights, but noticed the computers were missing. Ms. Torres and Mr. Flores then went to a meeting with Capt Loya to inform him of the situation.

Officer Corpus meant with Jaime Joel Sandoval Jr. who stated the last time he was in the office was May 29, 2011 and returned on August 3, 2011.

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : **080320111-001222**

Officer Corpus contacted Misty Renee Alaniz who stated the last time she was in the office was June 2, 2011 and returned on August 3, 2011.

Officer Corpus obtained affidavits from all persons. Officer Corpus, check for any forcible entry and none was found. The area was not dusted for fingerprints due to the time lapse and the area had been contaminated.

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/03/2011 2:33 PM		

Case # : 08032011-001222

McAllen ISD Police Department
POLICE DEPARTMENT

Follow Up

Reported By: **INV.D.RODRIGUEZ**

Parent Report Information

Report Type	Reference Number
Case Report	**08032011-001222**
Report Recorder	Report Disposition
INV.D.RODRIGUEZ	**COMPLETED**
Related Number:	Tracking Number
	159475

Narrative text

On Wednesday August 3, 2011 at about 2:00pm. Investigator Dagoberto Rodriguez was made aware of a theft that occurred at De Leon Middle School, 4201 N. 29th St. McAllen, Hidalgo County Texas.

Inv. Rodriguez met with Officer Urbano Corpus who had responded to the call for service and who took the report. Officer Corpus briefed Inv. Rodriguez as to the details of the report. Officer Corpus told Inv. Rodriguez the theft had occurred in portable building #40 at De Leon Middle School. He said, the portable building is located in the back (west side) of the school. Officer Corpus said, he met with the reporting party, Captain Jose Loya, who provided the information to his report.

According to Capt. Loya, uknown actor/s had taken two desk top computers belonging to the county of Hidalgo, which were located inside the portable building. Mr. Loya told Officer Corpus that the computers were on top of two desks inside an office within the portable building.

The computers were last seen in place the previous Wednesday, July 27th. When Mr. Loya came this morning, he noticed the computers were gone. He told Officer Corpus that the only persons who had access to the office was his staff and John Wilding from Student Intake. He told Officer Corpus he did not suspect anyone of taking the computers, but stated he did want to file charges against the person/s responsible.

Officer Corpus told Inv. Rodriguez he checked the area, but was not able to find any signs of force entry into the building, nor the office inside the building.

At about 3:20pm. Inv. Rodriguez proceeded to De Leon Middle School and inspected the outer perimeter of the portable building in question. Inv. Rodriguez noted there were no signs of force entry into the building. He then contacted custodian, Rosvel Hinojosa, who had a key to building. Inv. Rodriguez along with Mr. Hinojosa entered the building where Inv. Rodriguez also inspected the inside of the building. Inv. Rodriguez noted that there was an office within the building where the stolen computers were kept. Inv. Rodriguez noted that the door to the office was locked, but also noted that the door had lots of play, where the door could easily be jimmied open. Inv. Rodriguez slid a credit card behind the door latch and easily opened the door. Inv. Rodriguez inspected the inside of the office and noted that office did not appear to be ransacked, and noted a stereo on one of the shelves which Inv. Rodriguez later learned was there when the computers were taken.

On Thursday, August 4, 2011 at about 9:30am. Inv. Rodriguez returned to De Leon Middle School where he met with most of the S.T.A.R. Drill Instructors. Inv. Rodriguez interviewed each instructor separately.

Inv. Rodriguez first interviewed, Marko Flores, who said the last time he was in the building was on May 29th. Since then Mr. Flores said, they had been meeting at Cathey Middle School during the summer and had no reason to be going to De Leon. Inv. Rodriguez told Mr. Flores that it was suspected that someone with a key to the portable building was responsible for the theft. Inv. Rodriguez asked Mr. Flores if he suspected any of his co-workers of committing theft. Mr. Flores said, he did not, but if he had to pick one of them, he said, he would pick either Alejos Santianna or Elva Torres. Inv. Rodriguez asked Mr. Flores why, he would pick one of those two, he said, Santianna was struggling financially. He said, regarding Ms. Torres as soon as they learned about the theft, she immediately said, "it's an inside job" referring to one of them being responsible. Mr. Flores said, Ms. Torres did not ask, if Capt. Loya had taken the computers, because the

Prepared By:	Date and Time	Signature	Reviewed By/Date
INV.D.RODRIGUEZ(drodriguez	08/04/2011 7:53 AM		INV.D.RODRIGUEZ 08/10/2011 9:17

program was being terminated. She just simply said, "it's an inside job".

Inv. Rodriguez then spoke to Jaime Sandoval, who also stated that the last time he was in the portable building was around May 29th. He said, the rest of time was being spent at Cathey Middle School and had no reason to go to De Leon. Inv. Rodriguez told Mr. Sandoval that it was suspected that someone with a key was responsible for the theft. Inv. Rodriguez asked Mr. Sandoval if he suspected anyone of his co-workers of being responsible for the theft. Mr. Sandoval said, if he had to pick someone, it would be Misty Alaniz. Mr. Sandoval stated that Ms. Alaniz had take a camouflage net from the portable sometime back. He said, the net belonged to drill instructor, Alejos Santianna. He said, Ms. Alaniz had taken the net without Mr. Santianna's permission.

Inv. Rodriguez then met with Capt. Loya, who told Inv. Rodriguez that he did not suspect any of his staff from taking the computers if he had to pick one it would be Mr. Sandoval. When asked why, Capt. Loya could not say. Capt. Loya could not explain his feelings, only stating thats the way he felt about him.

Inv. Rodriguez then met with Alejos Santianna. Inv. Rodriguez asked Mr. Santianna what was being investigated and asked him what he knew about the stolen computers. Mr. Santianna said, that all he knew was that he had gone to the portable building at about 10:00am. on July 27th and that the computers were there. He said, he had gone to pick up some personal items from the office. when asked if he suspected any of his co-workers as being the person responsible, Mr. Santillanna said, "no". Inv. Rodriguez asked Mr. Santillanna about the camouflage net that Ms. Alaniz had taken. Mr. Santillanna said, when he noticed the net was missing he started calling his co-workers including Ms. Alaniz. When he asked Ms. Alaniz about the net, she immediate told him, she had taken it.

Inv. Rodriguez then made contact with Elva Torres, who said the last time she was in the portable building was on June 8th. She was working on some paper work. When asked if she suspected any of her coworkers, Ms. Torres said, if she had to choose, she would say Mr. Sandoval.

At about 2:00pm. Inv. Rodriguez went back to De Leon Middle School where he met with Misty Alaniz. Inv. Rodriguez asked Misty if she suspected any of her coworkers of taking the computers. Ms. Alaniz said, she did not if she had to choose, she would say, Mr. Sandoval. When asked why, Ms. Alaniz said, it appeared that he was always short on cash.

Inv. Rodriguez conducted a search through "leadsonline" using both the description of the computers taken, serial numbers and also checked the names of all of the drill insturctors, but was not able to produce a hit on any of them. Inv. Rodriguez also coducted a search through web sites, "Ebay", "Amazon" and "Craigslist", but these searches also produced no leads.

At this point there is no other viable lead to pursue in the matter.

Prepared By:	Date and Time	Signature	Reviewed By/Date
INV.D.RODRIGUEZ(drodriguez	08/04/2011 7:53 AM		INV.D.RODRIGUEZ 08/10/2011 9:17

Case # : 08032011-001222

McAllen ISD Police Department
POLICE DEPARTMENT

Follow Up

Reported By: **OFFICER U.CORPUS**

Parent Report Information

Report Type	Reference Number
Case Report	**08032011-001222**
Report Recorder	Report Disposition
OFFICER U.CORPUS	**IN PROGRESS**
Related Number:	Tracking Number
	159475

List of supplemental reports

Follow Up 08032011-001222_2_1

Narrative text

On August 4, 2011 at about 9:15 a.m., Officer Corpus called Capt Loya at 956-226-9081 to asked him. Who was the person that last saw computers, who told you of computers missing and was everyone called in for this situation or was it a working day? Loya stated that Alex Santillana was the last person to see computers in the office on Wednesday August 27,2011. And that Flores was the one that told him of the computers. Loya added that August 3, 2011 everyone was suppose to come into the office.

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/04/2011 1:18 PM		OFFICER U.CORPUS 08/04/2011 3:30

Case # : 08032011-001222

McAllen ISD Police Department
POLICE DEPARTMENT

Follow Up

Reported By: **OFFICER U.CORPUS**

Parent Report Information

Report Type	Reference Number
Case Report	**08032011-001222**
Report Recorder	**Report Disposition**
OFFICER U.CORPUS	**IN PROGRESS**
Related Number:	**Tracking Number**
	159475

Narrative text

On Thursday, August 4, 2011 at about 9:15 a.m., Officer Corpus called Jose Loya at 956-226-9081, and asked him who was last saw the computers, who told him was everyone suppose to in the office on 8-3-11. Loya stated that Alex Santillana was the last person to see the computers and Flores was the person who told him of the computers. Also everyone was suppose to come to the office that day.

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/04/2011 3:20 PM		OFFICER U.CORPUS 08/04/2011 3:43

Case # : 08032011-001222

McAllen ISD Police Department
POLICE DEPARTMENT

Follow Up

Reported By: **OFFICER U.CORPUS**

Parent Report Information

Report Type	Reference Number
Case Report	**08032011-001222**
Report Recorder	Report Disposition
OFFICER U.CORPUS	**IN PROGRESS**
Related Number:	Tracking Number
	159475

Narrative text

On Thursday August 4, 2011 at about 10:00 a.m., Officer Corpus, called Elva Torres at 956-225-3354. Officer Corpus asked Torres if she had contacted Loya about the theft of the computers. Torres said no, that Flores had, because by the time she meant with him at Don Juan's, loya knew about it.

Prepared By:	Date and Time	Signature	Reviewed By/Date
OFFICER	08/04/2011 3:21 PM		OFFICER U.CORPUS 08/04/2011 3:36

HIDALGO COUNTY
PCT1 INVENTORY
STOLEN ITEMS

EXHIBIT "A" -Continued-

ASSET	DESCRIPTION	DATE AQU	SERIAL NUMBER	PO	COST	CASE NR. CONSTABLES PCT1
39738	**8HP POST HOLE AUGER**	1/28/2003	8-27815		$2,570.00	10-MC-109-5/28/2010
43500	**SCOTT WELDER**	3/30/2004	H31022A191706	529612	$1,550.00	10-JW-026 - 5/12/2010
50085	**STIHL AUGER**	10/13/2009	58L30	639225	$915.28	10-MC-109 - 5/28/2010
42271	**GRASSHOPPER MOWER**	6/21/2005	5518700	548853	$7,195.00	

2/14/2012

CASE NR. COUNTY SHERIFF
10-26495 - 6/29/2010
10-26495 - 6/29/2010
10-32229 - 8/9/2010

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County Sheriff's Office
Billing Address:	P.O. Box 1228 Edinburg, Texas 78539
Fuel Card Manager:	Virginia Rodriguez, Accountant I
	This person can not have use of the fuel card
Phone Number:	956-393-6023 **County Email**:virginia.rodriguez@hidalgoso.org
Web user Name:	**Password:**
Hidalgo Co Acct Number:	2-1100-423-21-280-002-0-626
Requested By:	Anacleto "Sonny" Martinez, Chief Deputy
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. # 31235

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
FLORES, IVAN	01-23-1981	3964	11448961	
MERCADO, CLAUDIA	01-09-1985	4584	16814757	
SALINAS, ERIKA	07-08-1982	4452	05458744	
CORTEZ, DAVID	07-21-1980	4362	18243489	

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

brazos technology

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the 22nd day of December, 2011, (hereinafter referred to as the "Effective Date") by and between Brazos Technology Corporation, a Texas corporation, with its principal offices located at 526 University Drive East, Suite 201-A, College Station, Texas 77840 (hereinafter referred to as "Brazos Technology"), and County of Hidalgo a Texas Municipality, with its principal offices located at 1615 S. Closner Suite G-H, Edinburg, TX 78539. (hereinafter referred to as "Licensee").

This Agreement is made with respect to the following facts and objectives:

RECITALS:

A. Brazos Technology has developed a proprietary software product, which is designed to extend data and processes across multiple platforms and technologies (hereinafter referred to as the "Software").

B. Licensee desires to obtain a non-exclusive license to use the Software and Brazos Technology desires to grant Licensee such a license.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. License. Brazos Technology hereby grants to Licensee a non-exclusive license to use the Software and the documentation, if any, provided in connection therewith (hereinafter referred to as the "Documentation") solely in connection with RDC and eCitation. Licensee may make one copy of the Software and Documentation for back-up and/or archival purposes.

2. Licensee Fee. Licensee agrees to pay Brazos Technology the license fee identified in Exhibit A to this Agreement. Such fee shall be due immediately upon execution of this Agreement by the parties. Fees for Configuration/Installation will be due on the following schedule: ½ upon contract execution and ½ upon delivery. Fees for training will be due upon delivery. Exhibit B identifies the recommended hardware required for delivery of the solution and will be due on the following schedule: ½ upon contract execution and ½ upon delivery.

3. Limitations of Use. Licensee acknowledges and agrees that Licensee will not timeshare, modify, sublicense, transfer, assign, copy, reverse engineer or decompile the Software, Documentation or any portion thereof except as expressly set forth herein. Licensee further acknowledges and agrees that Licensee will limit its use of the Software and Documentation to the number of users and/or the site location identified in Exhibit A to this Agreement.

4. Non-disclosure. Licensee acknowledges and agrees that the Software and Documentation contain trade secrets and/or confidential information (hereinafter collectively referred to as "Confidential Information") and that Licensee will take reasonable efforts to prevent the disclosure of such Confidential Information to any third party.

5. Ownership. Licensee acknowledges and agrees that Brazos Technology is the sole owner of all right, title and interest in and to the Software and Documentation and that nothing contained herein shall grant Licensee any ownership interest in the Software or Documentation.

6. Upgrades. In the event that Brazos Technology, in its sole discretion, should provide Licensee with any upgrades, corrections or modifications to the Software or Documentation, such upgrades, corrections or modifications shall be considered, as applicable, "Software" or "Documentation" for the purposes of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as obligating Brazos Technology to provide Licensee with any upgrades, corrections, modifications, maintenance services or support services hereunder.

7. Warranty.

a. Brazos Technology warrants and represents that it is the owner of all right, title and interest in and to the Software and Documentation and that use of the Software and Documentation as contemplated herein shall not infringe upon any third party patent or copyright. This warranty and representation does not apply to any infringement arising out of any unauthorized modification of the Software or Documentation or any infringement arising out of the use of the Software or Documentation in combination with any third party product.

b. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS" AND BRAZOS TECHNOLOGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRAZOS TECHNOLOGY DOES NOT WARRANT OR REPRESENT THAT ANY USE OF THE SOFTWARE OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE EXPRESSLY ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA.

8. Indemnification. Brazos Technology agrees to indemnify and defend Licensee from and against any third party claim arising out of a breach of the Warranty provisions set forth in this Agreement, provided that Brazos Technology is provided with prompt notice of any such third party claim and Brazos Technology is allowed full control over the defense of such claim. Licensee acknowledges and agrees that Brazos Technology may fulfill its obligations hereunder by (i) obtaining from the third party claimant a license pursuant to which Licensee may continue its use of the Software and Documentation or (ii) providing Licensee with substitute software and/or documentation that does not infringe upon the rights of the third party claimant. Licensee further acknowledges and agrees that in the event that Brazos Technology, in its sole discretion, determines that neither of the options set forth above are reasonable, Brazos Technology may fulfill its obligations hereunder by terminating this Agreement and refunding to Licensee the license fees paid by Licensee to Brazos Technology hereunder, prorated over a period of five (5) years.

9. Limitation of Liability.

a. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BRAZOS TECHNOLOGY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OR ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF BRAZOS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

b. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ENTIRE LIABILITY OF BRAZOS TECHNOLOGY FOR ANY LOSS OR CLAIM ARISING OUT OF THIS AGREEMENT, ANY USE OF THE SOFTWARE OR DOCUMENTATION, OR ANY INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EXCEED THE SUM OF THE LICENSE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY HEREUNDER.

10. Allocation or Risks. LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSEE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY FAIRLY AND ACCURATELY REFLECTS THE ALLOCATION OF RISKS BETWEEN LICENSEE AND BRAZOS TECHNOLOGY, INCLUDING WITHOUT LIMITATION, THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY MODIFICATIONS TO THE ALLOCATIONS OF RISK WOULD REQUIRE BRAZOS TECHNOLOGY TO CHARGE A HIGHER LICENSEE FEE FOR THE

SOFTWARE AND DOCUMENTATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT EACH OF THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EVEN IF ANY REMEDY CONTAINED HEREIN IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term and Termination.

a. This Agreement shall commence as of the Effective Date and shall continue unless and until terminated as set forth herein.

b. Either party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and fails to cure such material breach within twenty (20) days after receiving written notice of the same.

c. Brazos Technology may terminate this Agreement, immediately upon written notice to Licensee, in the event that Licensee fails to use the Software and Documentation for the purpose contemplated herein.

d. Immediately upon any termination of this Agreement, Licensee shall return to Brazos Technology any and all copies of any Software or Documentation in its possession.

e. The terms and conditions of this Agreement relating to Non-disclosure, Warranty, Limitation of Liability and Allocation of Risks shall survive any termination or expiration of this Agreement.

12. Assignment. Licensee acknowledges and agrees that it may not assign any right or obligation arising under this Agreement to any third party without the express written consent of Brazos Technology which may be withheld for any or no reason.

13. Governing Law. This Agreement, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts entered into and performed in Hidalgo County, and exclusive jurisdiction over any dispute arising out of or relating to this Agreement shall be held by the appropriate state and/or federal courts located in Hidalgo County, Texas.

14. Binding Effect. This Agreement shall inure to the benefit of and binding upon the parties hereto and to their respective successors and legal representatives.

15. Nonwaiver. No provisions of this Agreement will be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of this Agreement.

16. No Joint Venture. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or principal and agent and neither party shall have any power to obligate or bind the other party in any manner whatsoever.

17. Severability. If any provision or application of this Agreement shall be held invalid or unenforceable the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.

18. Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all other understandings and agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on either party. This Agreement may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.

IN WITNESS WHEREOF, the parties have hereunder executed this Agreement effective as of the date last signed.

COUNTY OF HIDALGO	BRAZOS TECHNOLOGY
Signed: _____	Signed: _____
Print Name: _____	Print Name: Michael S. McAleer
Title: _____	Title: President
Date: _____	Date: _____

EXHIBIT A

Brazos Technology Estimates 150849 & 150850

EXHIBIT B – Hardware

GSA Contract Number: GS-35F-0096X; Brazos Technology Estimates 150849 & 150850

Form D

INVOICE/PURCHASE ORDER INFORMATION

AGENCY/DEPARTMENT

Agency Name: **HIDALGO CO. FIRE MARSHAL**

BEFORE ACCESS TO THE TCLEDDS SYSTEM IS ACTIVATED,
ALL INFORMATION SHOULD BE COMPLETED AND RETURNED TO PRODUCTIVITY CENTER, INC.
***The annual license becomes affective once an Agency has received User IDs and Passwords.**

VENDOR NAME: Productivity Center, Inc.

VENDOR ADDRESS: 10850 Richmond Ave., Suite 285, Houston, Texas 77042

QISV CATALOG ID: VID #: 1-76-039-5455-700 **VENDOR ID:** 1760395455700

VENDOR NUMBER: 64016 **DESIGNATION CODE:** WO

TEXAS VENDOR CATALOG PAGE NUMBER FOR TCLEDDS SOFTWARE LICENSE: Page 19

Billing Information:

Contact Name Hidalgo County Fire Marshal's office ATTN: Accounts Payable

Address 1615 S. Closner ste H Edinburg TX 78539

Telephone # 956-318-2656 E-Mail Address wesley.Bradley@co.Hidalgo.

Fax # 956-318-2697

Commodity Class # **920-47** Category **C** # of User ID's **3** Price* **$295.0**

Additional User ID Packs:

Commodity Class # **920-47** # of Addl. User ID's _____ **(see pricing below)** Price _____

Additional License Fees

Agreement Trainer	$120 each (must have a TCLEOSE agreement)
Extra Dept. License	$35 each
Extra Statewide License	$60 each

The additional licenses become part of yearly renewal price.

TOTAL BILLING AMOUNT: _____

*Fee is dependent upon category size established by TCLEOSE for your entity (agency, academy, etc.)

FORM OF PAYMENT:

_____ Check/Money Order

_____ Credit Card Please circle: Master Card / Visa / Amex Card Number _____ Exp. Date: _____

Name as it appears on Credit Card: _____

C.C. Billing Address _____ City _____ State _____ Zip _____

Signature of Cardholder: _____

✓ Purchase Order

P.O. Number: _____ (Attach Copy)

✓ Tax Exempt (Check if appropriate)

Tax Exempt Number: _____

Productivity Center, Inc. • 10850 Richmond Ave., Suite 285 • Houston, TX 77042
(Voice) 800-975-0599 • (Fax) 713-939-9099 • (Email) TCLEDDS@prodctr.com • www.prodctr.com

Form B
Confidentiality & Non-Disclosure Agreement

(ALL TCLEDDS ADMINISTRATORS MUST FILL OUT THIS AGREEMENT)

Name: Wesley D. Bradley
SS NO: Last 4: 8418
Dept.: Fire Marshal's Office
Position: Chief Deputy
Agency/Academy/School Name: Hidalgo County Fire Marshal's office
TCLEOSE # 215302

For and in Consideration of the mutual benefits to be derived from operation of the TCLEDDS System, I hereby agree to the following:

1. **Proprietary Interest/Copyright Protection.** I understand that the TCLEDDS System has been devised by Productivity Center, Inc. ("PC"). The ownership and proprietary interest in same is governed by the agreement between those entities regarding its development. I acknowledge that neither me nor my employer have a proprietary interest in TCLEDDS and that it has been developed as a proprietary program, application, or trade secret, and that the trademark, patent, and/or copyright of same belongs to the owner thereof. I agree to hold and use TCLEDDS and the information obtained thereby in strictest confidence and will not divulge, nor permit myself or others under my supervision to divulge any data, design, or information with respect to TCLEDDS or the programs and technology embodied therein or other information relating thereto to any individuals or consultants not approved by The Commission to access this system. Any trademarked, patented, or copyrighted materials including but not limited to, commercial computer software that may be made available during the course of using TCLEDDS is protected by copyright laws and is NOT to be copied or reproduced in any manner of form without prior written permission from the trademark, patent, or copyright owner.

2. **Non-Disclosure.** Any information I receive concerning any TCLEDDS data, person, system, or asset of The Commission or the TCLEDDS System is of value to the State of Texas, and is considered confidential or sensitive. I will not disclose any data or information to any other individual or entity unless such release of information is directly related to the performance of my law enforcement duties/responsibilities. I agree that both during and after my use of the TCLEDDS System, I will keep confidential all information and material provided to me by The Commission (excepting only such information as is already known to the public) and not to release, use, or disclose any such information without the prior written permission of The Commission. I will not show or give Database Code, Design and/or Data to any person/consultant or company not on the approved TCLEDDS user-list for the State of Texas.

3. **Non-Compete.** I agree not to copy, use, remove, transfer and/or disclose to any software consultant and/or software company any part of the TCLEDDS application.

4. **Security.** With respect to the TCLEDDS System and all related information and materials, I agree not to provide or otherwise make available any licensed program or optional material, including but not limited to database data and/or images, flow charts, logic diagrams and source code, in any form, to any unauthorized person without prior written permission of Productivity Center, Inc. I will abide by all written conditions and restrictions imposed by the TCLEDDS Network Manager, and I will NOT attempt to circumvent the computer security system by using or attempting to use any transaction, software, files or resources I am not authorized to use.

5. **Passwords.** Computer system password(s) I receive or devise are confidential. I will not disclose to any unauthorized person or entity any password(s) or post them where they may be viewed by unauthorized persons. Use of a password(s) not issued specifically to me is expressly prohibited. I am responsible for any computer transactions performed as a result of access that is authorized by use of my password and approved user ID.

6. **Other Applications.** I agree that all of the foregoing TCLEDDS applications shall be subject of the confidentiality, non-use, and non-disclosure requirements hereof. I acknowledge that performance of this contract may result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, and ideas, and I agree that the same shall be solely and exclusively to Productivity Center, Inc. without regard to the origin thereof, and that I will not, other than in the performance of this contract, make use of or disclose the same to anyone.

7. **Return of Property.** Upon termination of my access to the TCLEDDS System for any reason, Productivity Center, In have the right immediately to obtain access to and possession of all its properties, including but not limited to, current co all programs and necessary documentation, all files, intermediate materials, and supplies held by me.

8. **Breach.** I understand that any breach of the computer non-disclosure and security restrictions contained herein may re immediate termination of access to the TCLEDDS System. Further, because any such breach will cause irreparable harm Commission and will cause damages that are incapable of calculation, difficult to ascertain with any certainty, and unkn this time, I agree that any such breach or threatened breach will subject me to the following (in addition to any and all legal remedies to which The Commission may be entitled):

   a) Injunction. The obtaining by The Commission of an injunction restraining me from breaching this agreement, I agree may be obtained without showing or proving any actual damage sustained by The Commission; and/o

   b) Criminal. Prosecution for violation of law under "Breach of Computer Security" or "Harmful Access" as defi V.T.C.A. **Texas Penal Code**, Chapter 33, Sections 33.02 and 33.03.

1. **Monitoring.** I understand that all access, logons, and entries on the TCLEDDS System are subject to review by the Commission on Law Enforcement and Productivity Center, Inc. and that Productivity Center, Inc. will periodically and ran monitor any such entries, including E-mail, to assure compliance with the provisions hereof. I understand that if my site u server to distribute TCLEDDS to its users, my site will be expected to provide and/or make available complete reports of and log-on names of all TCLEDDS users at my site or for my units.

2. **Miscellaneous.**
   a) Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provis declared invalid, the remaining provisions shall nevertheless remain in effect.

   b) Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the Sta Texas and shall be enforced in the County of Travis.

   c) Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

   d) Headings. The heading used therein are for convenience of reference only and shall not constitute a part here effect the construction or interpretation hereof.

   e) Waiver. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing respect to any right hereunder shall operate as a waiver therof; nor shall any single or partial exercise of any hereunder preclude any other or further exercise thereof or the exercise of an other right. The remedies prov herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set herein.

   f) Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on sepa counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall toge constitute but one and the same instrument.

I have read and understood the above information. I will comply with all policies, standards, and procedures adopted to safeg information and associated resources. Further, if I become aware of violations of any of these policies, standards, or procedur will report them to my supervisor and the Texas Commission on Law Enforcement Network Manager.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date first above written.

Signature of TCLEDDS Administrator: _____ Date: 03/06/2012

INSTRUCTION SHEET

Agency/Department

Please read and complete steps 1-6 carefully:

1. Confirm information on **Application / License Agreement (Form A)**, to be signed by your TCLEDDS Administrator.
2. Read and sign **Non-Disclosure (Form B)**, to be signed by your TCLEDDS Administrator.
3. Each user needs to read **Non-Disclosure (Form B)**, and sign **User Verification(Form C)**. Your TCLEDD Administrator will verify all persons listed on Form C.
4. Complete **Invoice/Purchase Order Form (Form D)** , to be signed by Accounting. (Includes Texas Vender Catalog information.)
5. Fax or mail all information to Productivity Center, Inc. (Checks should be payable to Productivity Center, Inc.)

Please note Contact Numbers and email addresses:

Productivity Center, Inc.	Telephone #:	(713)939-9777
		(800)975-0599
	Fax #:	(713)939-9099
	Email address:	tcledds@prodctr.com
Texas Commission on Law Enforcement	Telephone #:	(512)936-7700
	Fax #:	(512)936-7766

ADDITIONAL INFORMATION :
Minimum Hardware/Software Requirements for TCLEDDS Web User

CPU:	Pentium class or better
RAM:	32 MB or better
Comm:	Internet access required
Storage:	N/A
Monitor:	14" VGA Color Monitor
Operating System:	Windows 95/98/NT/2000/2000 Prof./ME
Internet Browser:	Internet Explorer is recommended

*Faster Modem may increase response time of the TCLEDDS system.

Form A

APPLICATION / LICENSE AGREEMENT

Agency/Department

A License Agreement is required for all Agencies/Academies using the TCLEDDS system. The term is for one year. These are the two access levels available with your license agreement:

1. **Statewide Access** - One user ID per agency
   (This allows access to all officer information in the State of Texas and your own department officers.) Access to F5-R request as well as the ability to submit all forms
2. **Department Access – See form C for number of users**
   (This Access shows all of the officer information for your agency. You may also submit C1's, L1's, T1's, F5's, F7's, training rosters and PID search capability)

CONTACT PERSON: WESLEY BRADLEY

AGENCY NAME: HIDALGO CO. FIRE MARSHAL

PHONE NUMBER: 956-318-2656 or Cell 956-289-3857

FAX NUMBER: (956) ~~289-3857~~ 318-2697

ADDRESS: 1615 S. Closner Ste. H Edinburg Tx. 78539

EMAIL ADDRESS: Wesley.Bradley@co.Hidalgo.Tx.us

IF DIFFERENT FROM ABOVE:

NAME OF PERSON RESPONSIBLE FOR DISTRIBUTING TCLEDDS LICENSES: Same as above

PHONE NUMBER: 956-318-2656

FAX NUMBER: 956-318-2697

E-MAIL ADDRESS: Wesley.Bradley@co.Hidalgo.Tx.us

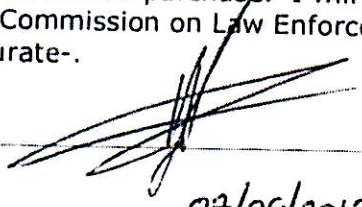
INTERNET ADDRESS: www.co.Hidalgo.Tx.us

LAST 4 DIGITS OF SOCIAL SECURITY: 8418

ACKNOWLEDGMENT

I understand and agree that TCLEDDS is a protected, copyrighted, trademarked software product developed by Productivity Center, Inc. (PC, Inc.). The TCLEDDS system is to be used by only individuals in agencies approved by The Commission on Law Enforcement to track the training, testing, certifications, and history of individuals and/or departments involved with Law Enforcement. I also understand and agree that this TCLEDDS License and the 'right to use' is provided to me only through this License Agreement as a result of a annual license purchase. I will not use this system for purposes other than intended by the Texas Commission on Law Enforcement. I agree that all the information provided herein is true and accurate-.

SIGNATURE OF PERSON RESPONSIBLE FOR DISTRIBUTING TCLEDDS LICENSES:



Date: 02/06/2012

All information obtained from this page will be used to effectively identify your agency and verify your request to obtain access to the TCLEDDS program. All applications are subject to review and approval by The Texas Commission on Law Enforcement. You will be notified once PC, Inc receives all paperwork, filled out correctly.

Form C

USER VERIFICATION

TCLEDDS

Agency Name: **HIDALGO CO. FIRE MARSHAL**

Authorized Administrator,

You will receive **1 (one) Statewide user ID** and **2** Department user ID. Additional user ID packs are available (for fees noted on Invoice/Purchase page). Each user must have a signature on file in order to receive a user ID to access the TCLEDDS system

Statewide User ID

The Statewide user ID allows access to all officer information within your department and the ability to search for all officers in the state of Texas. The Statewide ID is the only ID that has access to the F5-R's, as well as all forms listed under Department users. By signing, he/she is stating that he/she has read and agree to the terms and conditions stated in the **Non-Disclosure Agreement (Form B)**.

Statewide Authorization Name	Signature	Last 4 of SSN	D.O.B.
1. Wesley D. Bradley		8418	03/26/1983

Department User ID

This Access shows all of the officer information for that department, the ability to send C1's, L1's, T1's, F5's, F7's, training rosters and PID search capability. By signing, each officer is stating that they have read and agree to the terms and conditions stated in the **Non-Disclosure Agreement (Form B)**.

Name (Print)	Signature	Last 4 SSN	DOB
1. Wesley D. Bradley		8418	03/26/1983
2.			
3. * No need for additional at this time			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

EQUIPMENT PURCHASE AGREEMENT (COMMERCIAL)

SUPERIOR ALARMS
600 Ash Avenue • McAllen, Texas 78501
(956) 682-6005 • 1-800-580-6001 • FAX 213-1179

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter called "this Agreement") is entered into this 27th day of Feb., 20 12, by and between **ALAN YODER ENTERPRISES, INC., d/b/a SUPERIOR ALARMS**, a Texas corporation, whose mailing address is 600 Ash Avenue, McAllen, Texas 78501, telephone (956) 682-6005, fax (956) 213-1179 (hereinafter called "Company") and Hidalgo Co. Health Dept. whose mailing address is 1304 S. 25th St. Edinburg telephone ( ) 318-2511, fax ( ) For: 211 S. Schuerbach Rd. Mission, TX (hereinafter called "Subscriber").

I. Sales and Installation Agreement

A. Subject to the terms and conditions herein set forth, Company agrees to sell the equipment (hereinafter called the "System") specified on the attached Rider and to install and make operational the System at the location (hereinafter called the "Premises") likewise set forth on the attached Rider. In consideration of such, Subscriber agrees to pay Company at its address set forth in the introductory Paragraph of this Agreement or such other address as Company may indicate on the attached Rider the sum of $ 204 **AND** 46 **/100 ($) DOLLARS** as follows: (a) $ _____ upon execution of this Agreement, (b) $ _____ upon substantial completion of pre-wiring and any other necessary pre- installation construction; and (c) $ 204.46 upon substantial completion of the installation of the System or as otherwise provided on the attached Rider. Subscriber, however, understands that if, upon scrutiny of the Premises after Subscriber's execution of this Agreement, Company or one of its authorized contractors determines that the Premises are not suitable for the exact System described in the attached Rider, Company will install and make the System operational using alternative technology at such additional cost as agreed by Company and Subscriber following the inspection. In the event that Subscriber does not desire to utilize such alternative technology or to pay any additional cost, then this Agreement shall terminate as of the date of such decision, neither party shall owe to the other any further duty or obligation under this Agreement; and Subscriber shall be entitled to receive promptly a refund of any amounts previously paid hereunder.

B. In order that Company may perform the installation set forth herein, Subscriber shall provide Company with unrestricted access to the Premises at all reasonable times and permit the installation, repair, service and/or maintenance of the System in accordance with the attached Rider and Company's standard practices. Subscriber will also provide adequate space, lighting and electrical power for the installation and activation of the System. Company will install the System in substantial compliance with all applicable building codes and other applicable governmental requirements; and except as may be changed or altered pursuant to Paragraph A afore, in accordance with the attached Rider and any details and instructions specified therein.

C. Subject to the terms and conditions herein set forth, Company agrees to install the System within the time indicated on the attached Rider or if no time is set forth, within ten (10) days after this Agreement becomes effective, subject to delays caused by strikes, unavailability of materials, labor shortages, delays in receipt of materials, acts of God, fire, accidents, boycotts, storm or inclement weather, force majeure and other causes beyond Company's control. If Company fails to complete the installation of the System within the applicable time limit (unless such failure results from force majeure or other caused beyond Company's control), Subscriber (as his sole remedy) may either terminate this Agreement by giving Company notice of such decision within five (5) days after the expiration of the applicable time limit, in which event Subscriber shall be entitled to receive promptly a refund of any amount previously paid hereunder and neither party shall owe to the other any further duty or obligation hereunder, or waive such failure and continue this Agreement, but with no change in Subscribers obligations under this Agreement and with no reduction in the purchase price for the System. Subscriber's failure to give timely notice of cancellation as provided in the just preceding sentence shall be deemed an election to continue this Agreement. If Subscriber is responsible for any substantial delay in installing the System, Company may, at its sole discretion, increase the purchase price for the System by ten (10%) percent per delay, as liquidated damages and not a penalty, or terminate this Agreement pursuant to Section V hereof.

D. Company shall have a security interest in the System sold hereunder until it is fully paid; and Subscriber agrees to perform all acts which may be necessary to perfect Company's security interest in the System. Should Subscriber default in any payment for the System, Subscriber authorizes and empowers Company to remove the System (to the extent allowed by law) from the Premises, to disconnect the System or to render the System incapable of communicating with any monitoring facilities by direct or remote programming or through any other means, and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code-Secured Transaction; and the exercise of such rights shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default or any other legal remedies or rights. Furthermore and unless otherwise required by law, Company shall be in no way obligated to repair, restore or redecorate the Premises in the event the System is removed pursuant to this Agreement; and Subscriber hereby releases Company for all such foregoing expenses, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the System shall pass to Subscriber upon delivery to the Premises, whether installed or not. Subscriber agrees that the System, upon installation, shall remain personal property; and in no event shall the System be deemed to be realty, whether affixed to Premises or not.

II. Subscribers Use of System

A. Subscriber shall follow all of Company's instructions regarding the maintenance and use of the System; and Subscriber will not allow or permit alteration of the System except in a manner approved in writing by Company. Subscriber shall test the System for proper operation at least once a month.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to the System. Unless otherwise provided in the attached Rider, Subscriber shall also reimburse Company for any building permits and other fees Company is required to pay under local or other governmental ordinances or laws in order to install the System at the Premises.

C. If Company reasonably determines that the System is generating an excessive number of false alarms or signals which may adversely affect the monitoring facilities or subject Company to liability under a contract with a monitoring facility, Company may, after notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or signals, if such excessive generation continues.

III. LIMITED WARRANTY OF COMPANY ON SYSTEM:

Company shall not have any liability to Subscriber or to anyone claiming through Subscriber whatsoever with respect to the System except under the Limited Warranty, as follows:

Company ("Warrantor") warrants to the Subscriber ("You") the System to be free from defects in materials and workmanship for one year from date of the original installation under normal use and service. Warrantor's obligation is limited to repairing or replacing, with reconditioned parts, at its option, free of charge for parts and labor, any component of the System proven to be defective in materials or workmanship under normal use and service. This Limited Warranty, however, is not transferable and obligations under it terminate if the System is resold by You. This Limited Warranty does not cover defects caused by: physical abuse to, or misuse of, the System or operation thereof in a manner contrary the accompanying instructions.

Should it appear that a defect in material or workmanship in the System exist, You should outline all pertinent detail in a written notice and deliver the notice to Company at the address of Company indicated in the introductory paragraph of this Agreement. Following receipts of the notice a representative of Company will make an inspection of the System; and if a defect in material or workmanship exist in the System, remedial correction action will be scheduled (and taken) within ten (10) calendar days after your notice.

THERE ARE NO EXPRESSED WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES MADE BY WARRANTOR TO YOU IN CONNECTION WITH THE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO CASE SHALL WARRANTOR BE LIABLE TO YOU OR TO ANYONE CLAIMING THROUGH YOU FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY WARRANTOR'S OWN NEGLIGENCE OR FAULT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty replaces any and all previous warranties, and is the only warranty made by Warrantor on the System.

IV. Limitation of Liability

A. Subscriber understands that local governments or other governmental entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE SYSTEM ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto.

B. EVEN IF THE SYSTEM OF SUBSCRIBER IS TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT THE SYSTEM WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE SYSTEM COMMUNICATES AN EMERGENCY SIGNAL TO MONITORING FACILITY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

C. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the System and its operation, except to the extent specified in Section III afore. Subscriber acknowledges and agrees that Company is not an insurer and that the purchase price for the System is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SYSTEM WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGES, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM

THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT EXCEED $1,000.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

D. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, including, but not limited to installation, service, maintenance or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

(1) the uncertain amount of value of Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System is designed to detect or avert;
(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by a monitoring facility or an audible device sounding;
(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by the failure of the System; and
(4) the nature of the service to be performed by Company.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED $1,000.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES .

E. In the event any third party (including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party), makes any claim or commences any action against Company related in any manner to this Agreement or the System regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph C and D of this Section.

F. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS,. EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGEMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

_____

_____

V. Customer Default; Company's Remedies:

A. Subscriber will be in default and breach of this Agreement if Subscriber fails to pay to Company any fees, charges or other amounts as and when due; or Subscriber fails to perform any of Subscriber's other obligations under this Agreement and Subscriber's failure to perform continues for three calendar days after Company gives Subscriber notice.

B. If Subscriber is in default or breach of this Agreement, in addition to any other remedies provided herein or by law, Company may do any or all of the following without releasing Subscriber:

(1) by notice to Subscriber, terminate this Agreement;
(2) by notice to Subscriber, declare immediately due and payable all consideration to be paid by Subscriber under this Agreement.

All remedies provided for herein are deemed to be cumulative. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

VI. Contract For Monitoring Service

Subscriber understands that Company does not provide monitoring of emergency signals emanating from the System and if that service is desired by Subscriber, Subscriber is responsible for contracting with a monitoring facility. Superior Central Station, Inc. provides monitoring service to most of Company's customers; but Subscriber is not required to utilize that entity. Which ever monitoring service Subscriber chooses, if any, the alarm monitoring service agreement with that entity will prescribe the terms and conditions under which the System will be monitored; and Company has no responsibility for that operation and function.

VII. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical addresses of Subscriber and Company indicated in the introductory Paragraph of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company or a duly authorized agent thereof, as the case may be. All invoices by Company notifying Subscriber that an installment is due may be mailed by first class mail, postage prepaid, to the address of Subscriber indicated in the introductory Paragraph of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussion between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and except for the Section III heading shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. All Riders, schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provisions, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, mater or thing, "with or without cause", or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercise shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company and shall be effective only if signed by a duly authorized representative of Company.

X _____

SUBSCRIBER

COMPANY
ALAN YODER ENTERPRISES, INC.

By: _____

Name:
Title:

HERE

7. CHARGES

a. Safehouse will notify Customer of any change in the Monitoring Service fee for a renewal term at least 60 days before the initial or last renewal term ends. Customer's failure to provide notice pursuant to Section 3 that it desires not to renew this Agreement means that Customer has agreed to renew this Agreement for the renewal period and has also agreed to pay the adjusted Monitoring Service fee commencing with the first month of the renewal period. Safehouse will also notify Customer who has elected Maintenance Service coverage of any change in the maintenance Service fee for renewal term at least 60 days before the Maintenance Service term ends. Customer's failure to provide notice pursuant to Section 3 that it desires not to renew the Extended Maintenance Service fee no later then the first day of the renewal period

b. Customer agrees to pay all sales, use, property, service and other taxes in connection with the Equipment, Monitoring Service or Maintenance Service, if applicable. Customer further agrees to pay all charges made by any telephone company or other utility for installation, leasing and/or service with the telephone network connecting Customer's location to the monitoring facility, any increase in electricity charges and building permit fees (or other fees) required by any applicable ordinance or law in order to install the equipment.

8. CUSTOMER'S DUTIES

a. The Customer shall cooperate with Safehouse in the installation, operation and maintenance, if applicable, of the Equipment and shall follow all instructions and procedures for the equipment and the rendering of Monitoring Service and Maintenance Service, if applicable.

b. In the event that the equipment malfunctions or is in need of repair Customer shall be solely and completely responsible for paying all costs correcting such malfunction or effectuating such repair unless such Customer has elected Extended Maintenance Service coverage pursuant to Schedule C. Safehouse agrees to provide labor of the Equipment at no charge to the Customer during the one year period commencing on the date the Equipment is installed and activated, provided such service is not necessitated by Customer's negligence, misuse or abuse of the Equipment. **SAFEHOUSE SHALL HAVE NO LIABILITY TO CUSTOMER FOR THE FAILURE OF THE EQUIPMENT OR ITS FAILURE TO REPAIR THE EQUIPMENT IN A TIMELY MANNER. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD SAFEHOUSE AND SAFEHOUSE'S AUTHORIZED MONITORING CONTRACTOR HARMLESS FROM AND AGAINST ANY RESPONSIBILITY OR LIABILITY FOR PAYMENT OF ANY FINES, PENALTIES OR OTHER CHARGES FOR ANY FALSE ALARM IN SIGNAL.** Customer shall not be entitled to any refund or credit of any charges for interruption of the Monitoring Service as a result of Equipment malfunction.

c. If customer has opted for Extended Maintenance Service coverage pursuant to Schedule C, and the Customer's Equipment malfunctions or is in need of repair, Customer agrees to promptly notify Safehouse and to cooperate with Safehouse in permitting access to the location. Other than as set forth in Section 1(c), the cost of repair shall be borne by Safehouse if the Customer has elected Extended Maintenance Service coverage.

d. Customer will test the Equipment at least monthly in accordance with the instructions which Customer acknowledges Customer has received from Safehouse. If customer fails to test the Equipment at least monthly, Customer will lose any warranty protection provided under this agreement.

9. CUSTOMER EMERGENCY INFORMATION SCHEDULE

a. Customer shall furnish Safehouse a Customer Emergency Schedule in the from provided as Schedule B. Charges or additions to the information on schedule B shall be made only by written notice to Safehouse.

b. Safehouse has no obligation to telephone any emergency agency or person other that the person named in the most recent Schedule B in Safehouse possession. **CUSTOMER UNDERSTANDS THAT SAFEHOUSE IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY TELEPHONE THE APPROPRIATE EMERGENCY OR OTHER PERSON NAMED IN SHCEDULE B. CUSTOMER UNDERSTANDS THAT SAFEHOUSE WILL NOT SEND ANY SAFEHOUSE PERSONNEL TO CUSTOMER'S LOCATION IN RESPONSE TO ANY ALARM SIGNALS RECEIVED. CUSTOMER ALSO UNDERSTANDS THAT SAFEHOUSE DOES NOT REPRESENT OR PROMISE THAT ANYONE TELEPHONED BY IT WILL RESPOND TO THE CALL, AND CUSTOMER RELEASES SAFEHOUSE AND SAFEHOUSE'S AUTHORIZED MONITORING CONTRACTOR FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY FAILURE OR DELAY IN RESPONDING. CUSTOMER AUTHORIZES SAFEHOUSE TO TEMPORARILY DISCONNECT THE SERVICE FOR NUISANCE OR SAFETY REASONS IF SAFEHOUSE AUTHORIZED MONITORING CONTRACTOR IS UNABLE TO NOTIFY CUSTOMER OR CUSTOMER'S EMERGENCY CONTACTS OR IF CUSTOMER OR CUSTOMER'S EMERGENCY CONTACTS REFUSE OR FAIL, TO ARRIVE AT CUSTOMER'S LOCATION WITHIN A REASONABLE TIME.**

c. Customer understands that Safehouse may record any telephone call that Customer makes to Safehouse's authorized monitoring contractor facility and to notify the appropriate emergency agency or other person in the event of an alarm signal. **CUSTOMER ACKNOWLEDGES THAT SAFEHOUSE HAS NO CONTROL OVER DISRUPTIONS IN THESE TELEPHONE LINES.**

d. Customer agrees that Safehouse may record any telephone calls that Customer makes to Safehouse's authorized monitoring contractor facility and any telephone call that Safehouse authorized monitoring contractor makes from the monitoring facility to Customer's location. Customer agrees to release, defend, indemnify and hold Safehouse and Safehouse authorized monitoring contractor harmless from and against any and all claims or liability relating to the design, installation or operation of the Equipment, the performance of the Monitoring Service, Maintenance Service, if applicable, any risks, losses, damages, injuries, death or other effects of any hazard or event that the Equipment is intended to detect, including the payment of all damages, expenses, cost or attorney's fees, whether such claim or liabilities be based upon negligence, warranty, or strict products liability on the part of Safehouse, its agents, servants or employees.

10. DEFAULT AND TERMINATION

a. In addition to any other remedies by law, Safehouse may terminate this Agreement (1) upon 10 day's written notice to Customer if Customer defaults in his payment obligations under this agreement or (2) upon 60 days written notice for any reason. In addition, if Customer defaults in his payment obligations under this Agreement, then Safehouse may declare all remaining payments under the term of this Agreement immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the customer.

b. Safehouse shall be entitled to recover all reasonable collection costs (including court cost and attorneys' fees) in any actions to enforce its rights under this agreement.

c. Safehouse may suspend or cancel this Agreement, without notice and without liability or penalty, in the event Safehouse's authorized monitoring contractor facility, connecting wires or other equipment are destroyed by fire, catastrophe or by any other means or are so substantially damaged that it is impractical to continue Monitoring Service or Maintenance Service, or in the event that Safehouse is unable to either secure or obtain the connection or privileges necessary for the transmission of signal between Customer's location, Safehouse's authorized monitoring contractor facility and local police or fire department. Safehouse shall have no liability for delay in installation or maintenance of the Equipment, if applicable, or for interruption of Monitoring Service due to any cause beyond the reasonable control of Safehouse and Safehouse will not be required to supply the Monitoring Service to Customer while interruption of the Monitoring Service due to any such cause may continue and Customer shall not be entitled to any refund or credit of any charges for such an interruption of Monitoring Service

11. SUCCESSION

All of the provisions of this agreement including but not limited to the payment provisions for the full term of this agreement shall apply to bind and contractually obligate the heirs, executors, administrators, representatives, successors and assigns of the Customer hereunder.

12. NOTICE OF GENERAL LEGAL MATTERS

a. All notice under this Agreement are to be in writing, signed, dated and are to be sent by U.S. mail, postage prepaid, to Safehouse or Customer at the address shown on the front of this Agreement. All changes of address must be in writing. Notice are effective when sent.

b. The entire Agreement between Customer and Safehouse consists of this Agreement and all applicable Schedules, which together supersede any and all other agreement, understanding or representations. All amendments to this Agreement must be in writing

c. If any provisions of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, that provisions will be null and void to the extent determined by the court with the remainder of the Agreement continuing to be valid and enforceable.

d. Safehouse reserves the right to assign this contract without notification to Customer. Customer may not assign Customer's rights or obligations under this Agreement without Safehouse's prior written consent.

e. The laws of the State of Texas govern the validity, enforceability and interpretation of this Agreement.

SPECIAL NOTICE TO TEXAS RESIDENTS: ALARM OPERATORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE TEXAS BOARD OF PRIVATE INVESTIGATORS AND PRIVATE SECURITY AGENCIES, P.O. BOX 13509, CAPITOL STATION, AUSTIN, TX 78711, PHONE 512-463-5545. SAFEHOUSE CURRENTLY HOLDS A VALID ALARM COMPANY LICENSE UNDER THE LAWS AND STATUES OF THE STATE OF TEXAS.

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-423-00-320-034-0-626	ALT INCARCERATION PRG-GASOLINE/DIESEL	12,000.00	12,000.00	.00	.00	.00	100.00
2-1297-423-00-320-002-2-626	BASIC SUPERVISION-GASOLINE/DIESEL	4,436.02	3,436.02	.00	.00	1,000.00	77.46
2-1297-423-00-320-020-2-626	SATF-GASOLINE/DIESEL	13,881.58	3,777.98	903.60	903.60	9,200.00	33.73

Purchase Order

COUNTY OF HIDALGO

PO#: 667819

DATE: 12/15/11

VENDOR: 394424 REQ:00203849
FAX (713)583-9323 Email:JPOKORA@BRAZOSTECH.CO BUYER:
Phone:(979)690-2811 M SHIP TO: EMERGENCY SERVICES
BRAZOS TECHNOLOGY CORPORATION 1615 S. CLOSNER
526 UNIVERSITY DRIVE EAST, SUITE 201A SUITE G-H
COLLEGE STATION TX 77840 EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: EMERGENCY SERVICES

Special Instructions: Contract No: GS 35F 0096X

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		GS 35F 0096X		
1	EACH	CO ASSET #55137 GSA - IN A BOX, COP, ELECTRONIC CITATION, MOTOROLA MC75A W/PRINTER, AT&T, PORTABLE TECHNOLOGY (QTY1)	3,653.00	3,653.00
1	EACH	CO ASSET #55138 GSA - IN A BOX, COP, ELECTRONIC CITATION, MOTOROLA MC75A W/PRINTER, AT&T, PORTABLE TECHNOLOGY (QTY4)	14,115.00	14,115.00
1	EACH	CO GSA - IN A BOX, COP, ELECTRONIC CITATION, INTEGRATION SERVICES, IMPLEMENTATION, ON-SITE TRAINING OFFICER, ADMINISTRATOR AND COURT	10,660.00	10,660.00
1	EACH	CO GSA - IN A BOX, COP, ELECTRONIC CITATION, IN-CAR PRINTER CHARGER W/PRINTER MOUNT (QTY 1)Hosted TLETS Message Switch Steup & Installation. Object Code 336	207.00	207.00
1	EACH	CO GSA - IN A BOX, COP, ELECTRONIC CITATION, IN-CAR PRINTER CHARGER W/PRINTER MOUNT (QTY 4)	584.00	584.00
1	EACH	CO ASSET #55139 GSA - IN A BOX, COP, ELECTRONIC CITATION, 4 SLOT CRADLE (QTY 1)	479.00	479.00
1	EACH	CO ASSET #55140 GSA - IN A BOX, COP, ELECTRONIC CITATION, HOSTED STATE MESSAGE SWITCH, SETUP, MOBILE LICENSE (QTY 4)	2,569.00	2,569.00
1	EACH	CO ASSET #55141 STATE MESSAGE SWITCH, MOBILE LICENSE (QTY 1)	302.00	302.00
1	EACH	SS SETUP & CONFIGURATION - FIRE INSPECTION SOFTWARE	2,500.00	2,500.00
1	EACH	SS TRAINING - FIRE, BUILDING CODE INSPECTION (6 HOURS)	1,500.00	1,500.00
5	EACH	OM RAM - HOL-LG-SYM1PU UNPKD. RAM MOUNT W/2 RAM-B-202 BASES (UPC#79344210101)	129.00	645.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized by: Martha L. Salazar MW

Purchase Order

COUNTY OF HIDALGO

PO#: 667819

DATE: 12/15/11

VENDOR: 394424 REQ:00203849

FAX (713)583-9323 Email:JPOKORA@BRAZOSTECH.CO BUYER:

Phone:(979)690-2811 M SHIP TO: EMERGENCY SERVICES

BRAZOS TECHNOLOGY CORPORATION 1615 S. CLOSNER

526 UNIVERSITY DRIVE EAST, SUITE 201A SUITE G-H

COLLEGE STATION TX 77840 EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: EMERGENCY SERVICES

Special Instructions: Contract No: GS 35F 0096X

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Total		37,214.00
		**********		
		For Hidalgo County use only		
		1-1100-422-10-300-001-0-336	14,660.00	
		1-1100-422-10-300-001-0-601	1,436.00	
		1-1100-422-10-300-001-0-664	479.00	
		1-1100-422-10-300-001-0-665	2,871.00	
		1-1100-422-10-300-001-0-745	17,768.00	
		Approved		

Authorized by: Martha L. Salazar

EDINBURG POLICE DEPARTMENT

Incident Summary

CASE #: 2010-2185

REFERENCE CASE #:

INCIDENT

REPORTED DATE / TIME:	OCCURRED LOCATION: (Block #, Direction, Street Suffix, Apt / Suite #):
01/15/2010 0926	1001 N. Doolittle Rd.
OCCURRED FROM DATE / TIME:	**BUSINESS NAME: (Above address is known as...)**
01/15/2010 0926	
OCCURRED TO DATE /TIME:	**INCIDENT TITLE:**
01/15/2010 0926	Lost Item

DISPOSITION: | **RELATED EVENT:**

1

STYPE:	VTYPE:	NAME: (Last, First, Middle)	RACE:	SEX:	DOB:	AGE:
RP	I	Garcia, Daniel Javier	W	(X) M ( ) F	12/8/1966	43

STREET ADDRESS: (Block #, Direction, Street Name, Street Suffix, Apt #)	CITY	STATE:	ZIP CODE:
46 1001 N. Doolittle Rd.	Edinburg	Tx.	78541

HOME PHONE* (Include A/C)	WORK PHONE # (Include A/C)	* HEIGHT	* WEIGHT	* HAIR:	* EYES	HISPANIC: (Ethnicity)
(956) 566-6307	(956) 381-8600	5'07	350	Blk	Brn	(X) Yes ( ) No ( ) Unk

* BUILD: ( ) Lgt ( ) Med (X) Hvy ( ) Mus ( ) Obese	* COMPLEXION: ( ) Light (X) Med ( ) Dark ( ) Acne ( ) Freckled ( ) Ruddy ( ) Other ( ) Unk	DL NUMBER: [redacted]	STATE	TYPE	*SOCIAL SECURITY # :

OCCUPATION	EMPLOYED BY/SCHOOL ATTENDED:
Supervisor	

2

STYPE:	VTYPE:	NAME: (Last, First, Middle)	RACE:	SEX:	DOB:	AGE:
				( ) M ( ) F		

STREET ADDRESS: (Block #, Direction, Street Name, Street Suffix, Apt #)	CITY	STATE:	ZIP CODE:

HOME PHONE* (Include A/C)	WORK PHONE # (Include A/C)	* HEIGHT	* WEIGHT	* HAIR:	* EYES	HISPANIC: (Ethnicity)
						( ) Yes ( ) No ( ) Unk

* BUILD: ( ) Lgt ( ) Med ( ) Hvy ( ) Mus ( ) Obese	* COMPLEXION: ( ) Light ( ) Med ( ) Dark ( ) Acne ( ) Freckled ( ) Ruddy ( ) Other ( ) Unk	DL NUMBER:	STATE	TYPE	*SOCIAL SECURITY # :

OCCUPATION	EMPLOYED BY/SCHOOL ATTENDED:

SUMMARY

On Friday, January 15, 2010 at about 9:26am, I, officer J. Perales #162, was dispatched to 1001 N. Doolittle Rd. Hidalgo Schools, Juvenile Det. Center in reference to a lost property.

Upon arrival, I met with Garcia, Daniel, who stated that he needed a report on a portable radio that has been missing since 9/9/2009.

Daniel stated that they have a sign in sheet for the employees that get the radio. The last person signed the radio back in, but have not seen the radio. Daniel described the radio as gray, Macom, P5100 serial # 0112301.

Daniel was provided with a case number and advised of proper complaint procedures.

SB 1074

SEARCH CONDUCTED? ☐ YES ☐ NO CONSENSUAL? ☐ YES ☐ NO CONTRABAND FOUND? ☐ YES ☐ NO IF YES, WHAT KIND? ☐ DRUGS ☐ CURRENCY ☐ WEAPONS ☐ OTHER

PROBABLE CAUSE FOR SEARCH? ☐ DOOR ☐ PLAIN VIEW ☐ K-9 ALERT ☐ INVENTORY ☐ EYEWITNESS ☐ OTHER

LIST FACTS OF SEARCH:

ARREST AS RESULT OF STOP/SEARCH? ☐ YES ☐ NO

RECEIVED JAN 18 2010 EDINBURG P.D. RECORDS

REVIEW

OFFICER REPORTING & DATE	OFFICER ID
J. Perales #162 01/15/10	0834
SUPERVISOR APPROVING & DATE	OFFICER ID
CID ASSIGNED & DATE	OFFICER ID

CID Action: Status ☐ Inactive ☐ Open ☐ Unfounded ☐ Arrest ☐ Exceptional cleared ☐ Closed Pending

Cleared By ☐ Inactive ☐ Open ☐ Unfounded ☐ Arrest ☐ Exceptional cleared ☐ Closed Pending

RELEASED JAN 27 2012

M. Ramirez
To: Genie Andrade Hidalgo County of Purchasing

FOUND OR LOST ONLY

PROPERTY CODE: LS FO SK IM	PROPERTY TYPE:	VALUE:	CONDITION:	COLOR:	SERIAL NUMBER:
DESCRIPTION:					
REC LOC CODE:	REC TYPE CODE:	RECOVERY DATE:	DATE OWNER NOTIFIED:	HOW OWNER NOTIFIED: ( ) 1 - In Person ( ) 2 - Phone ( ) 3-Mail ( ) 4 -Teletype ( ) 5 - Other	
OWNER:					PHONE NUMBER
PROPERTY CODE: LS FO SK IM	PROPERTY TYPE:	VALUE:	CONDITION:	COLOR:	SERIAL NUMBER:
DESCRIPTION:					
REC LOC CODE:	REC TYPE CODE:	RECOVERY DATE:	DATE OWNER NOTIFIED:	HOW OWNER NOTIFIED: ( ) 1 - In Person ( ) 2 - Phone ( ) 3-Mail ( ) 4 -Teletype ( ) 5 - Other	
OWNER:					PHONE NUMBER

PROPERTY TYPE CODES:

01 - Aircraft	11 - Drug/Narcotic Equipment	22- Non Negotiable Instrument	33 - Structure-Public
02 - Alcohol	12 - Farm Equipment	23 - Office Equipment	34 - Structure-Storage
03 - Automobiles	13 - Firearms	24 - Other Motor Vehicles	35 - Structure-Other
04 - Bicycles	14 - Gambling Equipment	25 - Purse / Handbag / Wallet	36 - Tools
05 - Buses	15 - Heavy Equipment	26 - Radios / TV's / VCR's	37 - Trucks
06 - Clothes/Furs	16 - Household Goods	27 - Recordings -Audio/Visual	38 - Vehicle Parts/Accessories
07 - Computer Equipment	17 - Jewelry/Precious Metals	28 - Recreational Vehicles	39 - Water craft
08 - Consumable Goods	18 - Livestock	29 - Structure-Single Family	77 - Other
09 - Credit/Debit Cards	19 - Merchandise	30 - Structure-Other Dwelling	88 - Pending Inventory
10 - Drugs/Narcotics	20 - Money	31 - Structure-Commercial	99 - Special Category
	21 - Negotiable Instruments	32 - Structure-Industrial	

Recovery Location Codes

DIT- Ditch	PAW-Pawn Shop	STR -Found on Street
FLD - Field	PRK- Parking Lot	SUB-Found on Subject
OTH - Other location	Res- Residence	DUMP-Dumpster

Drug Type Codes

A- Crack Cocaine	F- Morphine	J- PCP	N- Barbiturates
B- Cocaine	G- Opium	K- Other Hallucinogens	O- Other Depressants
C- Hashish	H-Other	L- Amphet/ Metaphetam	P- Other Drugs
D- Heroin	I- LSD	M- Other Stimulants	U- Unknown Type Drug
E- Marijuana			X- Over 3 drug Types

DRUG

PROP OF SUBJ NAME:	SUBJ TYPE #	PROPERTY CODE:	PROPERTY TYPE:	INITIAL $ VALUE	RELATED TO WHICH OFNS #:	RECOVERY $
QUANTITY: Whole Units:			UNIT TYPE	DESCRIPTION:		
DRUG TYPE:	RECOVERY LOCATION CODE:		RECOVERY TYPE CODE:		RECOVERY DATE:	

SUMMARY

Requisition

Req # 00211743

PO #

Date: 02/22/12

Consent #31284 3/13/12

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALAN
956-383-6221

Contract No: BUYBOARD 325-09

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 325-09		
		DO NOT DUPLICATE ORDER		
1.00	EACH	CO PART #9068 BOASCH DIALER	158.20	158.20
1.00	EACH	CO PART 12V-BATT DSX BATTERY	24.50	24.50
1.00	EACH	OM ***NOT ON CATALOG***1 CAT-5 CABLE	21.76	21.76
3.00	HRS	CO LABOR $75.00 PER HOURS	75.00	225.00
		Account No	Encumbrance	
		2-1100-441-00-340-003-0-431	429.46	
			Freight	.00
			Total	429.46
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

DATE: February 21, 2012

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 2-1100-422-10-300-001-0-XXX

SUBJECT: **Budget Line-Item Transfer(s)**

Honorable Commissioner's 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
2-1100-422-20-300-001-0-668	Police Weapons		2-1100-422-10-300-001-0-336	Computer Services	$295.00
		->			
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		->			
					$295.00

REASON: To purchase TCLEEDS Membership software License for TCLEOSE reporting.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 21, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Management for Fire Marshal's Office

ACCOUNT NUMBER: 2-1100-422-10-300-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
668	Police Weapons & Bulletproof Vests	342	Info & Credit Services	$ 295.00
			TOTAL	$ 295.00

REASON: Transfer is needed to purchase TCLEEDS membership software license for TCLEOSE reporting.

DEPARTMENT HEAD SIGNATURE

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

As per Lio Cano, Auditor's office, Object Code should be 342. yolanda

Form DBM-201

Blanca Mayorga

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, February 27, 2012 3:17 PM
To: 'Blanca Mayorga'
Subject: FW: Hidalgo Contract Revision
Attachments: Software Maintenance Agreement_County of Hidalgo_v2.2.pdf; ATT04183.htm

Importance: High

Ms. Blanca:
I think this is now ready. Remind me if this is ready to sign or do we need to take it to CC?
Marty

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Monday, February 27, 2012 3:05 PM
To: Martha Salazar; blanca.mayorga@co.hidalgo.tx.us
Subject: Fwd: Hidalgo Contract Revision

Renan Ramirez
Sent from my iPhone

Begin forwarded message:

From: Mike McAleer <mmcaleer@brazostech.com>
Date: February 23, 2012 12:52:01 PM CST
To: Laurie Bain <lbain@brazostech.com>
Cc: "Renan Ramirez (renan.ramirez@co.hidalgo.tx.us)" <renan.ramirez@co.hidalgo.tx.us>
Subject: RE: Hidalgo Contract Revision

Renan,

Please find the revised maintenance agreement with the changes requested.

Hope all is well with you sir.

Michael McAleer
Brazos Technology
Office: 979.690.2811 x1501
Cell: 979.571.3198
Email: mmcaleer@brazostech.com

From: Laurie Bain
Sent: Thursday, February 23, 2012 11:41 AM
To: Mike McAleer
Cc: Renan Ramirez (renan.ramirez@co.hidalgo.tx.us)
Subject: Hidalgo Contract Revision

Mike—just one more small change highlighted in attached contract on page 9. Changing "Municipal Court" to "JP/County Court".
I would have done it for you but only had pdf—if you could send to renan when change completed.

Thanks!

Laurie Bain
Regional Sales, State/Local Government
Brazos Technology
Cell 512-395-5665
www.brazostech.com

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-421-00-280-001-0-626	SHERIFF-GASOLINE/DIESEL	1,391,273.00	25,746.21	220,867.83	220,867.83	1,144,658.96	17.73
2-1100-423-21-280-002-0-626	JAIL-GASOLINE/DIESEL	30,000.00	5,872.90	1,127.10	1,127.10	23,000.00	23.33
2-1284-421-00-280-037-2-626	OCDETF-GASOLINE/DIESEL	2,993.78	630.14	313.64	313.64	2,050.00	31.52
2-1284-421-00-280-048-2-626	STONEGARDEN (DONNA)-GASOLINE/DIESEL	969.75	.00	.00	.00	969.75	.00
2-1284-421-00-280-048-3-626	STONEGARDEN (DONNA)-GASOLINE/DIESEL	3,772.50	.00	.00	.00	3,772.50	.00

Blanca Mayorga

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 29, 2012 11:34 AM
To: 'Steve Crain'
Cc: 'Blanca Mayorga'
Subject: FW: Agreement for Agenda Item #31174 for 3/6/12
Attachments: Agreement2.pdf; Agreement.pdf

Importance: High

Mr. Crain:
Here is the agreement we had asked you to review and comment as to form. Unfortunately, at the time, you were not provided the back page.
Thanks,
Marty

From: Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]
Sent: Wednesday, February 29, 2012 11:04 AM
To: 'Martha Salazar'
Subject: RE: Agreement for Agenda Item #31174 for 3/6/12

Ms. Marty,

Attached is the scanned agreement. Please forward to Ms. Josephine for legal review.

Thanks,
Blanca

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 23, 2012 10:22 AM
To: 'Blanca Mayorga'
Subject: FW: Agreement for Agenda Item #31174 for 3/6/12
Importance: High

Ms. Blanca:
See message below. Scan the document from and back. I will forward to Ms. Josephine to review instead of Mr. Crain. It is not worth our time to create a new contract. Send the scanned document on a new e-mail to I can forward to legal.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 23, 2012 7:25 AM
To: 'Martha Salazar'
Subject: RE: Agreement for Agenda Item #31174 for 3/6/12

You only sent me one side of a two sided form. Use the standard services agreement instead of the form agreement.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 22, 2012 3:49 PM
To: scrain@atlashall.com
Cc: 'Blanca Mayorga'
Subject: FW: Agreement for Agenda Item #31174 for 3/6/12
Importance: High

Mr. Crain:
Please review and comment as to form. On consent for 3-6-12.
Thanks,
Marty

From: Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]
Sent: Wednesday, February 22, 2012 3:37 PM
To: 'Martha Salazar'
Subject: Agreement for Agenda Item #31174 for 3/6/12

Ms. Marty,

Please forward for legal review.

Thanks,

Blanca E. Mayorga, Purchase Order Specialist
2802 S. Business Highway 281
Edinburg, Texas 78539
Phone: (956)318-2626 Ext 4869
Fax: (956)292-7612
blanca.mayorga@co.hidalgo.tx.us

Blanca Mayorga

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 3:09 PM
To: 'Blanca Mayorga'
Subject: FW: Brazos eCitaiton Contract Agreements
Attachments: Software License 2011_Hidalgo County_v2.1.pdf; Software Maintenance Agreement_County of Hidalgo_v2.0.pdf; v.2.1.pdf; v2.0 Software maintenance agreement.pdf

Importance: High

-----Original Message-----
From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 09, 2012 2:56 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Brazos eCitaiton Contract Agreements
Importance: High

Marty,

Please see the attached proposed draft's with Mr. Crain's changes of the software maintenance and license agreements.

If you have any questions, please call our office.

Thanks,
Marynel

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 12:17 PM
To: scrain@atlashall.com
Cc: 'Blanca Mayorga'
Subject: FW: Brazos eCitaiton Contract Agreements
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

-----Original Message-----
From: Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 12:01 PM
To: 'Martha Salazar'
Subject: FW: Brazos eCitaiton Contract Agreements

Ms. Marty,

Could you please forward to legal for review.

Thanks,

Blanca Mayorga

-----Original Message-----
From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Tuesday, February 07, 2012 9:28 AM
To: blanca.mayorga@co.hidalgo.tx.us
Subject: Fwd: eCitaiton Contract

----- Forwarded Message -----
From: "Mike McAleer" <mmcaleer@brazostech.com>
To: renan@co.hidalgo.tx.us
Cc: "Laurie Bain" <lbain@brazostech.com>
Sent: Thursday, February 2, 2012 1:39:05 PM
Subject: RE: eCitaiton Contract

Renan,

Thank you for your time today and we look forward to working with you!

Please find the revised license agreement and original maintenance agreement. If you see anything else that needs to change - please call me on my cell number.

Thank you again and have a great day.

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: mmcaleer@brazostech.com

From: Mike McAleer
Sent: Thursday, February 02, 2012 11:39 AM
To: 'renan@co.hidalgo.tx.us'
Cc: Laurie Bain
Subject: eCitaiton Contract

Renan,

Just left you a VM and wanted to follow up with an email. Laurie asked me to give you a call to modify the contract for the ticket writers.

Do we want to remove Exhibit A or B or both from the software license agreement?

Give me a shout on the cell (979.571.3198) when you get a chance and we will get this knocked out for you.

Thank you and have a great day.

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: mmcaleer@brazostech.com

Blanca Mayorga

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 3:40 PM
To: 'Renan Ramirez'; 'Blanca Mayorga'
Subject: FW: Brazos eCitaiton Contract Agreements
Attachments: Software License 2011_Hidalgo County_v2.2.pdf

Importance: High

Renan:
Mr. Crain just called. The company made the changes request except that on the first page it should read a Texas County not a Texas municipality. Get the correction and we're good to go.
Marty

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 2:14 PM
To: 'scrain@atlashall.com'
Cc: 'Renan Ramirez'; 'Blanca Mayorga'
Subject: FW: Brazos eCitaiton Contract Agreements
Importance: High

Mr. Crain:
Please review and comment as to form. We have already received approval to purchase from this company. We need to now execute documents.
Thanks,
Marty

-----Original Message-----
From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Friday, February 17, 2012 10:16 AM
To: blanca.mayorga@co.hidalgo.tx.us
Cc: Martha L. Salazar
Subject: Fwd: Brazos eCitaiton Contract Agreements

---- Forwarded Message -----
From: "Mike McAleer" <mmcaleer@brazostech.com>
To: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Cc: "Laurie Bain" <lbain@brazostech.com>
Sent: Thursday, February 16, 2012 9:16:54 PM
Subject: RE: Brazos eCitaiton Contract Agreements

Renan,

Please find the revised software license agreement with the changes requested.

Please let me know if you need anything else.

Thanks,

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: mmcaleer@brazostech.com

From: Mike McAleer
Sent: Thursday, February 16, 2012 10:58 AM
To: 'Renan Ramirez'
Subject: RE: Brazos eCitaiton Contract Agreements

Renan,

I apologize for the delay - I am travelling this week.

I will get this done and to you this evening when I get back to the hotel.

Thanks and hope all is well!

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: mmcaleer@brazostech.com

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Tuesday, February 14, 2012 10:03 AM
To: Mike McAleer
Subject: Fwd: Brazos eCitaiton Contract Agreements

mike,

Need these changes made.

Renan Ramirez

Sent from my iPhone

Begin forwarded message:

From: "Blanca Mayorga" < blanca.mayorga@co.hidalgo.tx.us >
To: renan.ramirez@co.hidalgo.tx.us
Subject: FW: Brazos eCitaiton Contract Agreements

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 3:09 PM
To: 'Blanca Mayorga'
Subject: FW: Brazos eCitaiton Contract Agreements
Importance: High

-----Original Message-----
From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 09, 2012 2:56 PM
To: martha.salazar@co.hidalgo.tx.us

Subject: FW: Brazos eCitaiton Contract Agreements
Importance: High

Marty,

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Thanks,
Marynel

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 12:17 PM
To: scrain@atlashall.com
Cc: 'Blanca Mayorga'
Subject: FW: Brazos eCitaiton Contract Agreements
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

-----Original Message-----
From: Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 12:01 PM
To: 'Martha Salazar'
Subject: FW: Brazos eCitaiton Contract Agreements

Ms. Marty,

Could you please forward to legal for review.

Thanks,

Blanca Mayorga

-----Original Message-----
From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Tuesday, February 07, 2012 9:28 AM
To: blanca.mayorga@co.hidalgo.tx.us
Subject: Fwd: eCitaiton Contract

----- Forwarded Message -----
From: "Mike McAleer" < mmcaleer@brazostech.com >
To: renan@co.hidalgo.tx.us
Cc: "Laurie Bain" < lbain@brazostech.com >
Sent: Thursday, February 2, 2012 1:39:05 PM
Subject: RE: eCitaiton Contract

Renan,

Thank you for your time today and we look forward to working with you!

Please find the revised license agreement and original maintenance agreement. If you see anything else that needs to change - please call me on my cell number.

Thank you again and have a great day.

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: mmcaleer@brazostech.com

From: Mike McAleer
Sent: Thursday, February 02, 2012 11:39 AM
To: ' renan@co.hidalgo.tx.us '
Cc: Laurie Bain
Subject: eCitaiton Contract

Renan,

Just left you a VM and wanted to follow up with an email. Laurie asked me to give you a call to modify the contract for the ticket writers.

Do we want to remove Exhibit A or B or both from the software license agreement?

Give me a shout on the cell (979.571.3198) when you get a chance and we will get this knocked out for you.

Thank you and have a great day.

Michael McAleer

Brazos Technology

Office: 979.690.2811 x1501

Cell: 979.571.3198

Email: mmcaleer@brazostech.com

AI-29682 **10. R.**

CC CONSENT

Meeting Date: 11/22/2011

Submitted By: Tanya Delira, 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 fiscal impact.

Attachments

The Playwell & Home Depot

TIPS-Diaz Floors

Brazos-GSA

Updated Exhibit "A"

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/17/2011 09:48 AM
Budget & Management	Merlen P. Munoz	11/17/2011 10:27 AM
Purchasing Department	Marty Salazar	11/17/2011 11:03 AM
Budget & Management	Merlen P. Munoz	11/17/2011 11:16 AM
Rosalinda Cantu	Angela Garcia	11/18/2011 08:55 AM
Erika Zamora	Erika Zamora	11/18/2011 11:04 AM
Auditor's Office	Arcilia Duran	11/18/2011 01:51 PM

Form Started By: Tanya Delira Started On: 11/15/2011 08:50 AM

Final Approval Date: 11/18/2011

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Search: all the words Go

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0096X
Contractor:	UNITED RADIO INCORPORATED
Address:	3345 POINT PLEASANT RD HEBRON, KY 41048-9711
Phone:	(859)371-4423
E-Mail:	mfraker@bluestarinc.com
Web Address:	http://www.bluestarinc.com

Socio-Economic : Other than small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Contracting Officer:
Joyce Taylor
Phone: 703-835-2435
E-Mail: joyce.taylor@gsa.gov

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category		View Items Available
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0096X		Nov 30, 2015	132 12 132 8	COOP PURCH BISAC RECOV ARRA COOP PURCH BISAC RECOV ARRA	GSA Advantage! GSA eBuy



United Radio Incorporated dba BlueStar USA
Participating Dealer

Brazos Technology
P.O. Box 10713
College Station, TX 77842

POC:
Michael McAleer
Office: 979.690.2811 x101
Cell: 979.571.3198
Email: mmcaleer@brazostech.com