AI-31541 **2. A.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Historical Commission (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-451-10-125-020-0-xxx

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

BUDGETARY IMPACT:

Available balance as of 03/20/2012 $400.00

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/20/2012 10:21 AM
JC Carreon	JC Carreon	03/20/2012 01:11 PM
Auditor's Office	Arcilia Duran	03/23/2012 08:56 AM
Dina Trevino	Merlen P. Munoz	03/23/2012 09:20 AM
JC Carreon	JC Carreon	03/23/2012 09:53 AM

Form Started By: Angela Garcia Started On: 03/20/2012 10:13 AM

Final Approval Date: 03/23/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 03/20/12

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: DBM FOR HISTORICAL COMMISSION

ACCOUNT NUMBER: 2-1100-451-10-125-020-0-XXX

CONTACT PERSON: ANGELA GARCIA

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	535	POSTAGE	50.00
			TOTAL	50.00

REASON: FUNDING NEEDED FOR POSTAGE FOR REMAINDER OF YEAR

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-31477 **2. B.**

CC CONSENT

Meeting Date: 03/27/2012

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2012 - Texas AgriLIFE Extension Service (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 3-15-12

Attachments

Transfer 3/14/2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 03:39 PM
JC Carreon	JC Carreon	03/15/2012 08:57 AM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Nora Linda Cruz Started On: 03/14/2012 01:40 PM

Final Approval Date: 03/19/2012

DATE: **March 12, 2012**

DEPARTMENT HEAD: **Barbara Storz**

DEPARTMENT NAME: **TEXAS AGRILIFE EXTENSION**

ACCOUNT NUMBER: **2-1100-461-00-380-001-0-**

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**
810	Membership Dues	640	Reference Materials	$50.00
			TOTAL	**50.00**

REASON: **To properly classify expenditures for books needed to assist the community with landscape projects.**

Barbara C. Storz

3/14/2012

DEPARTMENT HEAD SIGNATURE

/ /

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

AI-31457 **2. C.**

CC CONSENT

Meeting Date: 03/27/2012

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2012 - TX Agrilife Ext. Services (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 3-14-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/13/2012 03:32 PM
JC Carreon	JC Carreon	03/14/2012 01:02 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Nora Linda Cruz Started On: 03/13/2012 02:40 PM

Final Approval Date: 03/19/2012

DATE: **March 12, 2012**

DEPARTMENT HEAD: **Barbara Storz**

DEPARTMENT NAME: **TEXAS AGRILIFE EXTENSION**

ACCOUNT NUMBER: **2-1100-461-00-380-001-0-**

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**
442	Rental of Equipment & Vehicles	661	Minor Office Furniture & Equipment	$2,028.19

AI-31448 **2. D.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/15/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/12/2012 03:18 PM
Ana Galvan	Ana Galvan	03/15/2012 09:15 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Dairen Sarmiento Started On: 03/12/2012 03:13 PM

Final Approval Date: 03/19/2012

DATE: March 12, 2012
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: ***HUMAN SERVICES***
ACCOUNT NUMBER: 2-1100-444-00-240-001-0-XXX

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	Office & Computer Supplies	661	Minor Office Furniture & Equipment	$ 500.00
			TOTAL:	$ 500.00

Reason: Need to order chair for staff; chair is broken.

Dairen Sarmiento 3/12/2012
Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-31462 **2. E.**

CC CONSENT

Meeting Date: 03/27/2012

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:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 07:50 AM
JC Carreon	JC Carreon	03/14/2012 08:31 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Mike Escaname Started On: 03/14/2012 07:44 AM

Final Approval Date: 03/19/2012

Date: March 14, 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)	AMOUNT
2-1293-441-10-340-013-2-532	CPH BIO PREP-WIRELESS DEV	2-1293-441-10-340-013-2-583	CPH BIO PREP-TRAVEL OUT OI	$756.51
2-1293-441-10-340-013-2-432	CPH BIO PREP-EQUIP&VEH R&	2-1293-441-10-340-013-2-583	CPH BIO PREP-TRAVEL OUT OI	$500.00
			Amount	$ 1,256.51

Revenue Account
Amount Requested: $ 1,256.51

Reason: Line item transfer needed to fund anticipated expenditure.

Account Balance ----------> Object 532 Balance

Account Balance ----------> Object 432 Balance

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-31483 **2. F.**

CC CONSENT

Meeting Date: 03/27/2012

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

Department: WIC

Information

CAPTION

2012 - WIC (1292)

BACKGROUND

L/T

2.1292.441.00.350.001.2.xxx

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-001-2-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3-15-12

Attachments

L/T

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 03:43 PM
JC Carreon	JC Carreon	03/15/2012 09:03 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Margarita Gonzalez Started On: 03/14/2012 03:03 PM

Final Approval Date: 03/19/2012

DATE:	03/14/12
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	2.1292.441.00.350.001.2. WIC
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code

FROM			TO			
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)		ACCOUNT NAME	AMOUNT
2.1292.441.00.350.001.2	604	Medical Supplies	→ 2.1292.441.00.350.001.2	584	Registration	5,000.00
Total:						5,000.00

REASON: To encumber cost for the FY2012 Grant.

AI-31424 **2. G.**

CC CONSENT

Meeting Date: 03/27/2012

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 03/15/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/08/2012 04:15 PM
Ana Galvan	Ana Galvan	03/15/2012 07:51 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Edna Kirby Started On: 03/08/2012 03:59 PM

Final Approval Date: 03/19/2012

DATE: **March 27, 2012**

DEPARTMENT HEAD: **Renan Ramirez**

DEPARTMENT NAME: **Information Technology Dept.**

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

SUBJECT: **Intradepartmental Transfer/s**

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	COMPUTER DEPT-MINOR OFFICE EQUIP	**AMOUNT**
601	OFFICE & COMPUTER SUPPLIES	619	OTHER MISC SUPPLIES	$78.99
			TOTAL	**$78.99**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-31427 **2. H.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2012 - H.I.D.T.A. (1254)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1254-412-00-270-014-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/15/2012.

Attachments

Transfer#3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/09/2012 09:09 AM
Ana Galvan	Ana Galvan	03/15/2012 08:42 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Nelda Olivarez Started On: 03/09/2012 08:21 AM

Final Approval Date: 03/19/2012

DATE: March 9, 2012

Transfer Number: 3

DEPARTMENT HEAD: DORA L. MUNOZ /FOR RENE GUERRA

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER: 2-1254-412-00-270-014-0-xxx U.S. JUSTICE FUNDS

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
2-1254-412-00-270-014-0- 524	GENERAL INSURANCE	2-1254-412-00-270-014-0- 336	COMPUTER SERVICES	4,500.00
TOTAL				**$ 4,500.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

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

Attest County Clerk
__/__/__ DATE

Budget Officer
__/__/__ DATE

Approved Commissioners' Court
__/__/__ DATE

Cost of Cardinal's Annual Software Maintenance

First Year of the Annual Software Maintenance and Support - Included	NO CHARGE	
* Cost of the Second Year of the Annual Software Maintenance Agreement :	$	3,041.10
* Cost of the Third Year of the Annual Software Maintenance Agreement :	$	3,041.10

Note: Optional **24/7/365** Software Maintenance and Support is available on request by the Customer.

* Second and Third Year Cost of the Annual Software Maintenance Agreement is based on 18% of the SOFTWARE ONLY. See below for detail breakdown.

1	BADGE SE Police RMS Base System Pkg. Tier I	$	4,995.00	$ 4,995.00
15	BADGE SE Multi-User Licenses Tier 1	$	295.00	$ 4,425.00
1	BADGE SE Vehicle Maintenance Module Tier 1	$	995.00	$ 995.00
1	BADGE SE Warrants Module Tier 1	$	995.00	$ 995.00
1	PLIS SE Photo Lineup Imaging System Tier 1	$	2,995.00	$ 2,995.00
1	BADGE SE Enhanced Property Professional Software	$	1,995.00	$ 1,995.00
1	BADGE SE Enhanced Property - Cardinals Tracer Plus Professional Software	$	237.00	$ 237.00
1	BADGE SE Enhanced Property - Cardinal ODBC Link for Tracer Plus	$	258.00	$ 258.00
	Sub-Total Software Only :			**$ 16,895.00**

ginning of the Second Year Annual Support Agreement is based on 18% of Software Only : 18%

Cost of the 2nd Year of Annual Software Maintenance Agreement : $ 3,041.10

AI-31422 **2. I.**

CC CONSENT

Meeting Date: 03/27/2012

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 3-8-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/08/2012 02:56 PM
JC Carreon	JC Carreon	03/08/2012 03:17 PM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Angela Garcia Started On: 03/08/2012 01:55 PM

Final Approval Date: 03/19/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 03/08/12

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
601	OFFICE SUPPLIES	780	CAPITAL LEASES	181.00
			TOTAL	181.00

REASON: COVER BILL FOR COPIER WHICH WAS RETURNED FOR INSUFFICIENT FUNDS

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-31476 **2. J.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2012 - J.P. 2/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-063-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/16/2012.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 03:37 PM
Ana Galvan	Ana Galvan	03/16/2012 10:31 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Monica Badillo Started On: 03/14/2012 01:29 PM

Final Approval Date: 03/19/2012

DATE: March 14, 2012

DEPARTMENT HEAD: Bobby Contreras

DEPARTMENT NAME: JUSTICE OF THE PEACE, PCT. 2, PL. 1

ACCOUNT NUMBER: 2-1100-412-00-063-001-0

Contact Person: Ofelia Ortiz Flores Ph#: (956) 784-3540, Ext. 2105

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		AMOUNT
890	OTHER	583	OUT OF COUNTY TRAVEL	$200.00
			TOTAL	$200.00

REASON: NOT ENOUGH MONIES ON ACCOUNT

Bobby Contreras
DEPARTMENT HEAD SIGNATURE

03 / 14 / 12
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31452 **2. K.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Aleida Lopez, J.P. 4, 1

Department: J.P. 4, 1

Information

CAPTION

2012 - J.P. 4/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-067-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/15/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/13/2012 10:03 AM
Ana Galvan	Ana Galvan	03/15/2012 09:30 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Aleida Lopez Started On: 03/13/2012 09:57 AM

Final Approval Date: 03/19/2012

INTRADEPARTMENTAL TRANSFER

DATE: March 12, 2012

DEPARTMENT HEAD: Charlie Espinoza

DEPARTMENT NAME: Justice of the Peace Pct. 4, Pl. 1

ACCOUNT NUMBER: 2-1100-412-00-067-001-0-XXX

CONTACT PERSON: Aleida S. Lopez PHONE: 956-380-4473 Ext: 4103

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**
531	**Telephone**	**550**	**Printing & Binding**
			TOTAL

REASON: **Transfer is needed to run operation of JP court.**

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

AMOUNT
500.00
$ 500.00

E

Y CLERK

AI-31454 **2. L.**

CC CONSENT

Meeting Date: 03/27/2012

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. #: 2-1284-421-00-280-078-2-XXX

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

BUDGETARY IMPACT:

Funds are available as of 3-14-12

Attachments

LIT Stonegarden Weslaco

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/13/2012 01:31 PM
Budget & Management	Merlen P. Munoz	03/14/2012 10:49 AM
JC Carreon	JC Carreon	03/14/2012 01:05 PM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 03/13/2012 12:07 PM

Final Approval Date: 03/19/2012

DATE: March 13, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Stonegarden FY 2009 Weslaco

ACCOUNT NUMBER: 2-1284-421-00-280-078-2-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
2-1284-421-00-280-078-2-	230-Retirement	→	2-1284-421-00-280-078-2-	260 - Worker's Compensation	548.62
2-1284-421-00-280-078-2-	250- Unemployment comp.	→	2-1284-421-00-280-078-2-	260- Worker's Compensation	2.89
		→			
		→			
		→			
		→			
		→			
		→			
					$551.51

REASON: To cover shortage in Worker's Compensation fringe for City of Weslaco.

Emilia Mireles

DEPARTMENT HEAD SIGNATURE

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

AI-31478 **2. M.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Gilberto Alaniz, Constable Pct 2 Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Constable Pct. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3-16-12

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 03:40 PM
JC Carreon	JC Carreon	03/15/2012 08:59 AM
Auditor's Office	Angela Garcia	03/16/2012 08:29 AM
Ana Galvan (Originator)	Ana Galvan	03/16/2012 09:11 AM

Form Started By: Ana Galvan Started On: 03/14/2012 02:21 PM

Final Approval Date: 03/16/2012

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 14, 2012

DEPARTMENT HEAD: Gilbert "Chato" Alaniz

DEPARTMENT NAME: Constable Precinct #2

ACCOUNT NUMBER: 2-1100-421-00-292-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
640	Reference Materials	661	Minor Office Furniture & Equipment	$ 400.00
640	Reference Materials	601	Office & Computer Supplies	$ 100.00
604	Medical & Lab Supplies	601	Office & Computer Supplies	$ 50.00
672	Equip & Vehicles R&M Supplies	855	Late Fees,penalties,& Finance charges	$ 50.00
			TOTAL	**$ 600.00**

REASON: Transfer is needed to fund expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

Form DBM-201

AI-31473 **2. N.**

CC CONSENT

Meeting Date: 03/27/2012

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

Department: COMM. PCT. #3

Information

CAPTION

2012 - Pct. #3 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/16/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 11:55 AM
Ana Galvan	Ana Galvan	03/16/2012 10:26 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Norma Ceballos Started On: 03/14/2012 11:31 AM

Final Approval Date: 03/19/2012

INTRADEPARTMENTAL TRANSFER

DATE: March 14, 2012

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 2-1200-431-00-123-005-0-XXX

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

SUBJECT: Intradepartmental 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
731	Roads	739	Other Structures	$ 3,900.00
			TOTAL	$ 3,900.00

REASON: Transfer is needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-31542 **3. A.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 2 (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm. - Contingency to Constable Pct. 2 in the amount of $39,480.79.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 03/20/2012.

Attachments

Interdept.

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	03/20/2012 03:36 PM
Budget & Management	Merlen P. Munoz	03/21/2012 07:07 AM
Rosalinda Cantu	Rosie Cantu	03/22/2012 07:55 AM
Auditor's Office	Arcilia Duran	03/23/2012 09:06 AM

Form Started By: Sylvia Solis Started On: 03/20/2012 10:14 AM

Final Approval Date: 03/23/2012

DATE: March 15, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Pct. 2

ACCOUNT NUMBER: 2-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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	(39,480.79)
TO				
2-1100-421-00-292-001-0-	113	CONSTABLE PCT. 2 -	REG F/T EMPLOYEES	$30,574.71
2-1100-421-00-292-001-0-	211	CONSTABLE PCT. 2 -	HEALTH INSURANCE	$3,350.34
2-1100-421-00-292-001-0-	212	CONSTABLE PCT. 2 -	LIFE INSURANCE	$21.72
2-1100-421-00-292-001-0-	220	CONSTABLE PCT. 2 -	FICA	$2,338.97
2-1100-421-00-292-001-0-	230	CONSTABLE PCT. 2 -	RETIREMENT	$3,042.18
2-1100-421-00-292-001-0-	250	CONSTABLE PCT. 2 -	UNEMPLOYMENT COMP	$152.87
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Interdepartmental transfer to fund the prorated salary and related fringe benefit expenditures for one (1) Deputy Constable position, slot no. 0009, in the amount of $38,000.00. Position previously approved by CC on 03/13/2012.

DEPARTMENT HEAD SIGNATURE

/ /

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

AI-31555 **3. B.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct. #1 BCAP (1312):
Approval of 2012 interdepartmental transfer within Pct. 1 BCAP from various accounts (progs 120,181,185,228,804,895,362,687,688,860,896,932) to Mid-Valley Estates (prog 461) in the total amount of $68,232.64.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-121-XXX-X-XXX

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

BUDGETARY IMPACT:

Pending completion of Partial P.O. Liquidation submitted 3/21/12 - P.O.#s641322, 619638, & 641112

Attachments

LIT

P.O. CANCELLATION REQUEST

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 09:46 AM
Auditor's Office	Monica Badillo	03/23/2012 02:48 PM

Form Started By: Marcie Jackson Started On: 03/21/2012 07:29 AM

Final Approval Date: 03/23/2012

DATE: **March 21, 2012**

DEPARTMENT HEAD: **Agapito Vargas Jr.**

2012

Interdepartmental Transfer

DEPARTMENT NAME: **Border Colonia Access Program**

AI-31555 3/27/12

ACCOUNT NUMBER: **2-1312-431-00-121-XXX-X-XXX**

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

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	
FROM:		
2-1312-431-00-121-120-0- 731	BRENDA GAY	ROADS
2-1312-334-30-121-120-0- 000	PCT.1 BCAP III-BRENDA GAY	REVENUE
2-1312-431-00-121-181-0- 339	COLONIA SAENZ	OTHER PROF SRV
2-1312-334-30-121-181-0- 000	PCT.1 BCAP III-COLONIA SAENZ	REVENUE
2-1312-431-00-121-185-0- 339	COLONIA WHALEN	OTHER PROF SRV
2-1312-334-30-121-185-0- 000	PCT.1 BCAP III-COLONIA WHALEN	REVENUE
2-1312-431-00-121-228-1- 339	DIAZ SUBDIVISION	OTHER PROF SRV
2-1312-334-30-121-228-1- 000	PCT.1 BCAP III-DIAZ SUBDIVISION	REVENUE
2-1312-431-00-121-362-0- 312	L & P SUBDIVISION	INDIRECT COST
2-1312-334-30-121-362-0- 000	PCT.1 BCAP III-L & P SUBDIVISION	REVENUE
2-1312-431-00-121-687-0- 899	SOUTH PALM GARDENS EST. #1	CONTINGENCY
2-1312-334-30-121-687-0- 000	PCT.1 BCAP III-SO.PALM GARDENS EST. #1	REVENUE
2-1312-431-00-121-688-0- 899	SOUTH PALM GARDENS EST. #2	CONTINGENCY
2-1312-334-30-121-688-0- 000	PCT.1 BCAP III-SO.PALM GARDENS EST. #2	REVENUE
2-1312-431-00-121-804-0- 339	WES-MER SUBDIVISION	OTHER PROF SRV
2-1312-431-00-121-804-0- 733	WES-MER SUBDIVISION	DRAINAGE DITCHES
2-1312-431-00-121-804-0- 899	WES-MER SUBDIVISION	CONTINGENCY
2-1312-334-30-121-804-0- 000	PCT.1 BCAP III-WES-MER SUBDIVISION	REVENUE
2-1312-431-00-121-860-0- 899	CHAPA #2	CONTINGENCY
2-1312-334-30-121-860-0- 000	PCT.1 BCAP III-CHAPA #2	REVENUE
2-1312-431-00-121-895-0- 540	MARY ANN	ADVERTISING
2-1312-431-00-121-895-0- 899	MARY ANN	CONTINGENCY
2-1312-334-30-121-895-0- 000	PCT.1 BCAP III-MARY ANN	REVENUE
2-1312-431-00-121-896-0- 899	MCKEE #1	CONTINGENCY
2-1312-334-30-121-896-0- 000	PCT.1 BCAP III-MCKEE #1	REVENUE
2-1312-431-00-121-932-0- 899	INDIAN HILLS EAST	CONTINGENCY
2-1312-334-30-121-932-0- 000	PCT.1 BCAP III-INDIAN HILLS EAST	REVENUE
TO:		
1-1312-431-00-121-461-0- 733	MID-VALLEY ESTATES	DRAINAGE DITCHES
1-1312-334-30-121-461-0- 000	**PCT.1 BCAP III-MID-VALLEY ESTATES**	REVENUE

TOTAL BUDGET INCREASE (DECREASE)

REASON: To fund completion of project.

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____

DATE

AMOUNT
(110.00)
(110.00)
(22.83)
(22.83)
(260.00)
(260.00)
(1.04)
(1.04)
(983.24)
(983.24)
(9,240.84)
(9,240.84)
(581.34)
(581.34)
(31.77)
(1,428.00)
(600.00)
(2,059.77)
(13,609.62)
(13,609.62)
(600.00)
(28,207.85)
(28,807.85)
(3,533.56)
(3,533.56)
(9,022.55)
(9,022.55)
68,232.64
68,232.64
-

ATTEST, COUNTY CLERK

PURCHASE ORDER CANCELLATION REQUEST

TO: **PURCHASING DEPARTMENT**
FROM: **HIDALGO COUNTY PRECINCT NO. 1 COLONIA ACCESS PROGRAM**
DATE: **March 26, 2012**

PLEASE BE ADVISED THAT I AM REQUESTING THAT THE FOLLOWING PURCHASE ORDER (S) BE LIQUIDATED AS IF (THEY) IS (ARE) NO LONGER OUTSTANDING:

P. O. #	VENDOR NAME	AMOUNT OF ORIGINAL P. O.	LESS PREVIOUS INVOICES(S) SUBMITTED FOR PAYMENT	AMOUNT OUT-STANDING	OUT-STANDING AMOUNT TO BE LIQUIDATED
641322	M. CONSTRUCTION, LTD Brenda Gay Subdivision 2-1312-431-00-121-120-0-731	35,783.65	35,673.65	110.00	**$110.00**
619638	L & G ENGINEERING LABORATORY, LLC Colonia Saenz Subdivision 2-1312-431-00-121-181-0-339	1,707.18	1,684.35	22.83	**$22.83**
619638	L & G ENGINEERING LABORATORY, LLC Colonia Whalen Road Subdivision 2-1312-431-00-121-185-0-339	3,179.12	2,919.12	260.00	**$260.00**
619638	L & G ENGINEERING LABORATORY, LLC Diaz Subdivision 2-1312-431-00-121-228-1-339	1,645.44	1,64440	1.04	**1.04**
619638	L & G ENGINEERING LABORATORY, LLC Wes-Mer Subdivision 2-1312-431-00-121-804-0-339	2,284.33	2,252.56	31.77	**31.77**
641112	THE MONITOR Mary Ann Subdivision 2-1312-431-00-121-895-0-540	600.00	0.00	600.00	**600.00**

REASON (BRIEFLY EXPLAIN): Projects have been completed.

AUTHORIZATION: _____ March 26, 2012
DEPARTMENT HEAD DATE

APPROVED BY: _____ _____
PURCHASING DEPARTMENT DATE

APPROVED BY: _____ _____
HIDALGO COUNTY AUDITOR DATE

REF: _____

COUNTY AUDITOR'S FORM: SFA-CA-022
REVISED: 10/22/01

AI-31572 **4. A.**

CC CONSENT

Meeting Date: 03/27/2012

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 Water Service Availability 03-27-12

Pct 1 Cert Plat & Utility Status 03-27-12

Pct 2 & 4 Cert Plat & Utility Status 03-27-12

Pct 3 Water Service & Availability 3-27-12

Pct 3 Cert Plat & Utility Status 03-27-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 01:19 PM
Olga Garza	Olga Garza	03/21/2012 04:01 PM
Auditor's Office	Arcilia Duran	03/23/2012 08:58 AM

Form Started By: Irma Castillo Started On: 03/21/2012 10:51 AM

Final Approval Date: 03/23/2012

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	MARTHA DE LEON	R212454
	COMM. COURT: MARCH 27, 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: R212454

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

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

Upon the application of:

Name: Martha De Jean

Address: P.O Box 1905
Weslaco, Tx 78596

Phone: (956) 261-4002

Water Supplier: NAWSC

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:

La Paloma Subd. unit #2 A lot #14 Blk #5

[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

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

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956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: R212454

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

Martha De Leon ,

Known to me [*or* proved to me in the oath of TxDL# 15582768 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

La Paloma Subd. Unit #2 lot # 14 BLK # 5 ."

[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."

Martha a de leon (Signature)

DL - 15582768

SUBSCRIBED AND SWORN TO before me on March 15, 20 12, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NORA GONZALEZ
My Commission Expires
February 14, 2015

WARRANTY DEED

1034479

Date: December 10, 2001

Grantor: DIMAS MARTINEZ d/b/a/ PAYLESS LUMBER

Grantor's Mailing Address: P.O. Box 1171, Weslaco, Hidalgo County, Texas 78596

Grantee: Ciro Mejia and Martha De Leon

Grantee's Mailing Address: P.O. Box 1905, Weslaco, Hidalgo County, Texas 78596

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):

All Lot 14 Block 5, La Paloma Subdivision Unit # 2, Being a Subdivision Containing 15.57 gross acres, more or less, situated in an a part of Farm Tract 1078 Block 118 Adams Tract Subdivision, Llano Grande Grant, Hidalgo county, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Standby fees and taxes for the year 1992 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, which are assumed by Buyer.
2. Visible and apparent easements on or across the property herein described.
3. Easements for roadways as shown on the map of the subdivision herein referred to

Grantors, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantors and Grantor's heirs, executors, administrators and successors to warrant 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.

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 10th day of December 2001, by DIMAS MARTINEZ, SR. d/b/a PAYLESS LUMBER on its behalf.

BY: _____
DIMAS MARTINEZ, Sr. d/b/a PAYLESS LUMBER

ANNA L. MARTINEZ
Notary Public
State of Texas
My Comm. Exp. 03-26-2005

Anna L. Martinez
Notary Public, State of Texas
My Commission Expires: 3/26/05

R33600 - 000037 - 8012 - 00

Hidalgo CAD

Property Search Results > 212454 MEJIA CIRO & MARTHA DE LEON for Year 2012

Property

Account

Property ID:	212454	Legal Description:	LA PALOMA #2 BLK 5 LOT 14
Geographic ID:	L1650-02-005-0014-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	3711 EL CANARIO	Mapsco:	
Neighborhood:	LA PALOMA #2	Map ID:	
Neighborhood CD:	L165002		

Owner

Name:	MEJIA CIRO & MARTHA DE LEON	Owner ID:	477765
Mailing Address:	PO BOX 1905 WESLACO, TX 78599-1905	% Ownership:	100.0000000000%
		Exemptions:	HS

Values

(+) Improvement Homesite Value:	+	$11,337		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$12,320		
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$23,657		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$23,657		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$23,657		

Taxing Jurisdiction

Owner: MEJIA CIRO & MARTHA DE LEON
% Ownership: 100.0000000000%
Total Value: $23,657

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$23,657	$23,657	$0.00
DR1	DRAINAGE DISTRICT #1	0.073300	$23,657	$23,657	$17.34
FD1	EMS DIST #01	0.013400	$23,657	$23,657	$3.17
GHD	HIDALGO COUNTY	0.590000	$23,657	$23,657	$139.58
JCC	SOUTH TEXAS COLLEGE	0.150700	$23,657	$23,657	$35.65
R02	ROAD DIST 02	0.000000	$23,657	$23,657	$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	$23,657	$23,657	$11.64
SWL	WESLACO ISD	1.139700	$23,657	$8,657	$98.66
	Total Tax Rate:	2.016300			

Taxes w/Current Exemptions:	$306.04
Taxes w/o Exemptions:	$477.00

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 1152.0 sqft **Value:** $11,337

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW	DWD	1956	1152.0
POR	PORCH (COVERED)	WDLW		1956	264.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.1768	7700.00	0.00	0.00	$12,320	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2012	$11,337	$12,320	0	23,657	$0	$23,657
2011	$10,855	$12,320	0	23,175	$0	$23,175
2010	$10,855	$12,320	0	23,175	$1,301	$21,874
2009	$10,855	$12,320	0	23,175	$3,290	$19,885
2008	$10,855	$12,320	0	23,175	$5,098	$18,077
2007	$12,667	$10,010	0	22,677	$6,243	$16,434
2006	$4,930	$10,010	0	14,940	$0	$14,940
2005	$3,682	$10,010	0	13,692	$0	$13,692
2004	$6,496	$8,470	0	14,966	$307	$14,659
2003	$4,856	$8,470	0	13,326	$0	$13,326

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/18/2001 12:00:00 AM	WD	WARRANTY DEED	MARTINEZ DIMAS	MEJIA CIRO & MAR			1034479
2	8/22/1988 12:00:00 AM	CONV	CONVERSION	SOUTH TEXAS DE\	MARTINEZ DIMAS	2641	282	

Tax Due

Property Tax Information as of 03/21/2012

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: 3/21/2012 5:19 AM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	DIEGO GARCIA	1-8774
2.	JOSE E. GARCIA	1-8787
3.	JESSICA NORIEGA	1-8689
4.	YURI RAMIREZ	1-8763
5.	PROYECTO AZTECA	1-8532
6.	MARIA I. MUNOZ	1-8716
7.	JOSE M. LEYJAS/ CO GONZALO SERNA	1-8080
8.	ROBERT RIVERA	1-8770
	COMM. COURT:MARCH 27, 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: 1-8774

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: Diego Garcia

Address: 1201 E mare rd
Pharr TX 78577

Phone: 956,569 1778

Water Supplier: MAWSC

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

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

regarding the land described as:
Rincon del valle Lot#44,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 9-6-94);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8774

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: Diego Garcia

Address: 1201 E Moore Rd

Pharr TX

Phone: 956 569 1778

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

Rincon del valle Lot 141

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Diego Garcia
Requesting Party (Signature)

3/16/12
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:

3/20/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8774
Mar. 16, 2012

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

R2847-00-000-0044-00

[1] OWNER: GARCIA, DIEGO
URIBE, YARIME
445 RIO GRANDE CIRCLE
ALAMO TX 78516
Telephone No. 569-1778

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,344 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE C-44

[7] LEGAL DESC./NAME OF SUBDIVISION
RINCON DEL VALLE LOT 44

LOCATION: 0 TOWER RD. & MINNESSOTA RD

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:30' REAR:40' SIDE:7'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date 3/16/12

Approved by — Date 2/15/12

Signature of Owner or Applicant — Date 3/14/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 0

Community No.: 480534

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 27, 2012

Grantor: BOB A. GASTON

COPY

Grantor's Mailing Address: (including county)

P. O. Box 2428
Edinburg, Texas 78540
Hidalgo County, Texas

Grantee: DIEGO GARCIA AND YARIME URIBE
First Grantee's Social Security Number: on file
Second Grantee's Social Security Number: on file
Grantee's Home Phone Number:
Grantee's Work Phone Number:
Grantee's Mailing Address (including county):

1201 E. More Rd
Pharr, Texas 78577
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 Three Hundred Sixty and 00/100 Dollars ($28,360.00), 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 Dennis E. Hendrix, Trustee.

Property (including any improvements):

Lot(s) 44, Rincon Del Valle Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 29, Page 122, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages on 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.

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.

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 the singular and 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 improvement; (iii) the quality of the labor and materials included in any improvements; (iv) the soil condition; 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 content, requires, singular nouns and pronouns include the plural.

BOB A. GASTON

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 3 day of February 2012, by BOB A. GASTON.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

BOB A. GASTON
P. O. BOX 2428
EDINBURG, TEXAS 78540

SALESPERSON: BOB A. GASTON

NOTARY PUBLIC STATE OF TEXAS
IMELDA ZAVALA
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2015

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: 1-8787

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: Jose E. Garcia

Address: Lot ↓ 51 Buen Gusto St. Alamo TX 78516

Phone: 533 1335

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: N/A

[ ]Temporary Pole [ ] Permanent Service

regarding the land described as:

Buen Gusto lot # 51 ,

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 1-18-07);

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

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

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

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

_____ _____ _____

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: 1-8787

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: Jose E. Garcia

Address: [redacted] 51 Buen Gusto St. Alamo TX. 78516

Phone: 533-1335

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

51 Buen Gusto St. Alamo TX 78516 / Buen Gusto Subdivision

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[signature] Requesting Party (Signature) 3-20-12 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:

3/20/12 **Date**

[signature] **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8787
Mar. 20, 2012

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

B5015-00-000-0051-00

[1] OWNER: GARCIA, JOSE E.
GARCIA, AARON
91BUEN GUSTO
ALAMO TX 78516
Telephone No. 533-1335

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,417 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
BUEN GUSTO
LOT 51

LOCATION: 0 BORDER & RIDGE .

[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 CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:35' SIDE:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

COPY

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 you Driver's License Number.

Date: December 01, 2011

Grantor: The Pablo Munoz Living Trust

Grantor's Mailing Address (including county):
Pablo Munoz, Trustee
PO Box 720212
McAllen, Texas 78504
Hidalgo County

Grantee: Jose E. Garcia
Aaron Garcia

Grantee's Mailing Address (including county):
510 Jaguar Dr.
Alamo, Texas 78516
Hidalgo County

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 $29,000.00 and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Trustee.

Property (including any improvements):

LOT # 51 , BUEN GUSTO SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 49, PAGES 27-29, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

THE FOLLOWING SPECIAL RESTRICTIVE COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE GRANTEES, THEIR HEIRS AND ASSIGNS: ONLY ONE SINGLE-FAMILY DWELLING MAY BE SITUATED ON EACH LOT.

Reservations From and Exceptions to Conveyance and Warranty:

SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

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

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or

assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.

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.

The Pablo Munoz Living Trust

Pablo Munoz, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS][

COUNTY OF HIDALGO][

This instrument was acknowledged before me on DECEMBER 1, 2011 by PABLO MUNOZ, Trustee, for the Pablo Munoz Living Trust.

Notary Public, State of Texas

MARIO GAONA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
6-21-2014

AFTER RECORDING RETURN TO:
Pablo Munoz, Trustee
PO Box 720202
McAllen, Texas 78504

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8659

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:	/ /	/ /

Light Only → **Name:** Jessica Noriega c/o Rodolfo Flores Construction

Address: 5145 S. FM 491
Mercedes, TX 78570

Phone: 956-975-7918

Water Supplier: Military

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

Account/ESI No.: 100327 894 246 914 15

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: Rio Rico Acres East lot #38,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-24-04);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by 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: 1-8659

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: Jessica Noriega

Address: 5145 S. FM 491

Mercedes, TX 78570

Phone: 956-975-7918

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

Rio Rico Acres East lot #38

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jessica Noriega
Requesting Party (Signature)

3-15-12
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:

3/20/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8659
Feb. 17, 2012

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

R3118-00-000-0038-00

[1] OWNER: NORIEGA, JESSICA
CABRERA, JESSE
P.O BOX 130
DONNA TX 78570
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 7,224 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RIO RICO ACRES EAST LOT 38

LOCATION: 0 MILE 4

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $397,500

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:40' SIDE:10' SIDE:10'
MIN. ELEV. ABOVE TOP OF PAVEMENT 18"

Prepared by — Date: 2/17/12

Approved by — Date: 2/8/12

Signature of Owner or Applicant — Date: 2-17-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 1
Community No.: 480334

Certification of Elevation
Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

CHARGE SIERRA TITLE
STC MW GF# 3141402

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: **February 10, 2011**

Grantor: **ENCARNACION ALVARADO and wife, ZENAIDA CEPEDA DE ALVARADO**

Grantor's Mailing Address: **1913 Sabal Palm Dr.**
Mercedes, Texas 78570
Hidalgo County

Grantee: **JESSICA NORIEGA and husband, JESSE CABRERA**

Grantee's Mailing Address: **P.O. Box 130**
Mercedes, Texas 78570
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 38, RIO RICO ACRES EAST SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 44, Pages 125 through 127, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. **Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on March 25, 2004, under Clerk's File No. 1313891.**
2. **Right-of-Way Easement granted by Elizabeth Levingston, et al to Carthage Hydrocol, Inc., et al by instrument dated February 24, 1949, recorded in Volume 658, Page 113, Deed Records of Hidalgo County, Texas.**
3. **Right-of-Way Easement granted by Amoco Chemistry Corporation to Seadrift Pipeline Corporation, by instrument dated December 30, 1958, recorded in Volume 933, Page 344, Deed Records of Hidalgo County, Texas.**

4. **A fifteen foot (15') Utility Easement along the West side of subject property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.**
5. **A fifteen foot (15') Utility Easement to M.H.W.S.C. along the East side of subject property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.**
6. **A twenty five (25') Drainage Swale Easement along the West side of subject property as shown on plat recorded in Volume 44, Pages 125 thru, 127Map Records of Hidalgo County, Texas.**
7. **An additional twenty foot (20') Right-of-Way Easement along the East side of subject property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.**
8. **Easements, rights, rules, and regulations in favor of Hidalgo and Cameron Counties Irrigation District No. 9.**
9. **A fifty foot (50') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.**
10. **A ten foot (10') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.**
11. **A twenty five foot (25') Minimum Setback Line along the rear of said property as shown on plat recorded in Volume 44, Pages 125 thru 127, Map Records of Hidalgo County, Texas.**
12. **Oil and Gas Lease dated October 12, 1951, from Eldon B. Smith et al to Hale Schaleben recorded in Volume 102, Page 417, Oil and Gas Lease Records of Hidalgo County, Texas.**
13. **Oil and Gas Lease dated November 20, 1981, from Taormina Company to Hamilton Brothers Oil Company, recorded in Volume 413, Page 507, Oil and Gas Lease Records of Hidalgo County, Texas.**
14. **Oil and Gas Lease dated January 14, 2000, from Robert J. Salinas and wife, Laura Salinas to Rick Humphrey filed for record in the Office of the County Clerk of Hidalgo County, Texas, on March 1, 2000, under Clerk's File No. 850960.**
15. **All oil, gas, and other minerals reserved in Deed dated September 1, 1962, recorded in Volume 1044, Page 588, Deed Records of Hidalgo County, Texas.**
16. **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.

ENCARNACION ALVARADO

ZENAIDA CEPEDA DE ALVARADO

STATE OF TEXAS §
COUNTY OF HIDALGO §

(Acknowledgment)

This instrument was acknowledged before me on this the 16th day of February, 2011, by ENCARNACION ALVARADO and ZENAIDA CEPEDA DE ALVARADO.

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/#2011-007
G.F. 3141402

PREPARED IN THE LAW OFFICE OF:

BARRY E. JONES

U:\REAL ESTATE\2011 RE Files\Cabrera, Jesse 11-007\WARRANTY DEED.wpd

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: 1-8763

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: Yuri Ramirez

Address: 3721 Seminole Way
Mercedes TX 78570

Phone: 956 756-4979

Water Supplier: Mercedes

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

Account/ESI No.: 10032789471322186

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Indian Hills lot #392,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-6-84);

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

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

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

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct (1) 2 3 4

Application No: 1-8763

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: Yuri Ramirez

Address: 3721 Seminole Way
Mercedes TX 78570

Phone: 956 756-4979

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

Indian Hills 392 # Lot

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Yuri Ramirez
Requesting Party (Signature)

3-15-2012
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:

3/20/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8763
Mar. 15, 2012

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

I2230-00-001-0392-00

[1] OWNER: RAMIREZ, YURI

3560 KICKAPOO PLACE
MERCEDES TX 78570
Telephone No. 756-4979

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: CITY

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

[5] SIZE OF STRUCTURE: 840 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 392 BLK 1

LOCATION: 0 491 & MILE 11

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT25' REAR:15' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 0

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

WARRANTY DEED WITH VENDOR'S LIEN

2285779

DATE: February 20, 2012

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

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

GRANTEE: Yuri Ramirez

GRANTEE'S MAILING ADDRESS: 3560 Kickapoo Place
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 Thirteen thousand Five hundred and NO/100 Dollars ($13500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY (including any improvements):

Lot Three hundred Ninety Two (392),Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

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

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 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

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

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

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

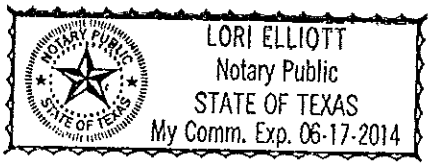
Grantee accepts the herein described property as is, where is and with all faults, and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including,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

Robert L. Schwarz

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 24th day of February, 2012 by Robert L. Schwarz



Lori Elliott

Notary Public, State of Texas

Notary's name (printed) :

Notary's commission expires :

BUYER'S ACCEPTANCE OF DEED
02-20-2012

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.

Yuri Ramirez

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

EXHIBIT "A"

1. Minimum floor elevations, setback lines and utility easements as shown on the map of Indian Hills Subdivision, recorded in Volume 23, Page 180 and 181 and amended map recorded in Volume 24, Page 81, Map Records of Hidalgo County, Texas.

2. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvment District No. 9 and easements and restrictions as shown on the recorded and dedicated map of the above described subdivision.

3. Easement and Agreement in favor of Central Power and Light Company, dated January 23, 1984, recorded in Volume 1944, Page 183, Official Records of Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map.

4. Pipeline easemant in favor of Rio Grande Valley Gas Company, as shown by instrument dated April 10, 1985, recorded in Volume 2123, Page740, Official Records of Hidalgo County, Texas.

5. Right of Way Easements in favor of Hidalgo County as shown by instrument dated September 10, 1953, recorded in Volume 782, Page 561, Deed Records of Hidalgo County, Texas.

6. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by D'Hemecourt Properties, Inc. to Southprot Exploration, Inc., dated March 15, 1982, recorded in Volume 415, Page 232, Oil and Gas Records of Hidalgo County, Texas.

7. Taxes for the year 2012, and all Subsequent years and all subsequent assessments for prior years.

8. Subject to Subdivision regulations of the County of Hidalgo State of Texas and/or Zoning and Building Ordinances and Ordinances or government regulations of City holding extra-territorial jurisdiction of said property.

9. Agreement in favor of Valley Electric and Ice Company as set forth in instrument dated August 25,1925, recorded in Volume 197, Page 291, Deed Records of Hidalgo County, Texas.

10. Agreement by and between Border Pipeline Company, Western Natural Gas Company and Rio Grande Valley Gas Company as to use of pipeline as set forth in instrument dated May 1, 1963, recorded in Volume 1115, Page 285, Deed Records of Hidalgo County, Texas.

11. Pipeline easement in favor of Mercedes Fuel Company as shown by instrument dated April 24, 1937 recorded in Volume 431, Page 254, Deed Records of Hidalgo County, Texas.

12. Terms, stipulations and conditions contained in Oil, Gas and Mineral lease executed by Euchariste M. D'Hemecourt, Individually and as Independent Executor of the Estate of George A. D'Hemecourt, Deceased, to Karl Hoblitzelle, dated February 1, 1956, recorded in Volume 184, Page 37, Oil and Gas Records of Hidalgo County, Texas.

13. Building restrictions, a copy of which has been reviewed with grantee(s) and which are recorded under Doc # 321859 in the office of the County Clerk of Hidalgo County, Texas.

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

CERTIFICATE OF COMPLIANCE

Lot # 392

PROPERTY OWNER: RAMIREZ,YURI

LEGAL DESCRIPTION: INDIAN HILLS LOT 392

LOCATION: NORTH FM 491 AND MILE 11 NORTH

The herein-described property is within the City's jurisdiction.

This certification is issued based on the information provided by the applicant at the time the Certificate of Compliance was approved. However, the City did not do a title search or investigate any other matters related to the property. The applicant is encouraged to investigate for deed restrictions, subdivision restrictions, restrictive covenants or any other matters related to the property.

The issuance of this certificate is based on:

____ 1. July 21, 1987 (prior to the enactment of the County's Subdivision Regulations)

____ 2. The property was legally subdivided in accordance with the City's Subdivision Ordinance.

XXX 3. The property is within the City's utility service jurisdiction and all fees have been paid for sewer services. (WILL HAVE TO CALL IN FOR PLUMBING INSPECTION ONCE WORK HAS BEEN COMPLETE.)

XXX 4. Other: Pursuant to Temporary Restricting Order and Injunction filed in the 139th District Court titled Indian Hills Partnership vs. City of Mercedes et al, the City of Mercedes is required to issue a Certificate of Compliance upon request and payment of appropriate utility fees. Applicant is advised that the property may be subject to minimum building requirements as may be approved in a settlement agreement by said District Court. The City does not warrant, expressly or implied the condition of the utility lines or any other infrastructure at said subdivision. This Certificate entitles the applicant to apply for a building permit to the County of Hidalgo. The City of Mercedes will conduct an inspection to ensure applicant connected to City's utility system. Upon final inspection, the City will release certificate for County to issue electrical permit. House to have 750 sq. ft. living area. Living quarters for a mobile home is 720 sq. ft. living area.

XXX 5. OTHER: (MOBILE HOME TO PLACED ON PROPERTY MEETS SQUARE FOOTAGE OF LIVING AREA. (840 sq ft.).

Michelle Leftwich
Planning Director/ Asst. City Manager

03/06/2012
Date

Applicant

03/06/2012
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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956-973-7850

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: L-8532

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 P. Sesin
Inspection/Permit No:		
Date Approved:	/ /	3/20/2012

Name: Proyecto Azteca

Address: P.O. Box 27
San Juan TX
78589

Phone: 956-702-3307
533 1401

Water Supplier: _____

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

Account/ESI No.: 1144 77-013

[ ] Temporary Pole [X] Permanent Service

regarding the land described as:
Old Rebe~~Reeder~~ Heights Subd. Blk 1 Lot 10 / 179 Rebel Pr.;

on March 15, 2012, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-28-83);

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 Gilbert Reyna);

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 JRG);

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 JRG);

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

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

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

Precinct (1) 2 3 4

Application No: 1-8532

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: Proyecto Azteca

Address: P.O. Box 27

San Juan Tx 78589

Phone: 956- 702 - 3307
533 - 1401

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

Old Rebel Heights lot # 10 Blk # 4

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 3-15-12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

3/20/12
Date

County Official

CERTIFICATE OF COMPLIANCE

Lot # 10

PROPERTY OWNER: PROYECTO AZTECA, INC.

LEGAL DESCRIPTION: OLD REBEL HEIGHTS SUBDIVISION LOT # 10

LOCATION: MILE 10 NORTH AND MILE 2 EAST

The herein-described property is within the City's jurisdiction.

This certification is issued based on the information provided by the applicant at the time the Certificate of Compliance was approved. However, the City did not do a title search or investigate any other matters related to the property. The applicant is encouraged to investigate for deed restrictions, subdivision restrictions, restrictive covenants or any other matters related to the property.

The issuance of this certificate is based on:

____ 1. July 21, 1987 (prior to the enactment of the County's Subdivision Regulations)

____ 2. The property was legally subdivided in accordance with the City's Subdivision Ordinance.

XXX 3. The property is within the City's utility service jurisdiction and all fees have been paid for sewer services.

____ 4. Other: Pursuant to Temporary Restricting Order and Injunction filed in the 139th District Court titled Rebel Heights vs. City of Mercedes et al, the City of Mercedes is required to issue a Certificate of Compliance upon request and payment of appropriate utility fees. Applicant is advised that the property may be subject to minimum building requirements as may be approved in a settlement agreement by said District Court. The City does not warrant, expressly or implied the condition of the utility lines or any other infrastructure at said subdivision. This Certificate entitles the applicant to apply for a building permit to the County of Hidalgo. The City of Mercedes will conduct an inspection to ensure applicant connected to City's utility system. Upon final inspection, the City will release certificate for County to issue electrical permit. House to have 750 sq. ft. living area. Living quarters for a mobile home is 720 sq. ft. living area.

XXX 5. OTHER:

Michelle Leftwich
Planning Director/ Asst. City Manager

03/19/2012
Date

Applicant

0319/2012
Date

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.

TAX RESALE DEED

STATE OF TEXAS	**X**	
	X	**KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF HIDALGO	**X**	

That **Mercedes Independent School District, South Texas College, South Texas Independent School District** and **Hidalgo County,** acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of $6,000.00 cash in hand paid by

PROYECTO AZTECA, INC.
A NON FOR PROFIT ORGANIZATION
TRUSTEE: ANN W. CASS
P.O. BOX 27
SAN JUAN, TEXAS 78589

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. T-961-04-G; Mercedes Independent School District, South Texas College and Hidalgo County vs Juan Manuel Gonzalez, et al, in the district court of said county, said property being located in Hidalgo County, Texas, and described as follows:

LOT 10, BLOCK 1, OLD REBEL HEIGHTS SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 23, PAGE 46, MAP RECORDS OF HIDALGO COUNTY, TEXAS

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renews or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation hereinafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

(1) As to the restrictions set out in (a) above, any person prejudiced by its violation;

(2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and

(3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex 1971); aff'd with modifications sub. nom, U.S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub. nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

(A) To enforce either or both of such restrictions relating to the use of the above-described realty;

(B) To abate or prevent violations of either or both of such restrictions; and

(C) To recover damages for a breach of either or both such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the year the tax lien(s) arose.

IN TESTIMONY WHEREOF Mercedes Independent School District has caused these presents to be executed this 27th day of February, 2010.

MERCEDES INDEPENDENT SCHOOL DISTRICT

BY: _____
Benjamin F. Castillo
Board President

STATE OF TEXAS **X**

COUNTY OF HIDALGO **X**

This instrument was acknowledged before me on this 27th day of February, 2010, by Benjamin F. Castillo, Board President of **Mercedes Independent School.**

Eva C. Cuadra
Notary Public
STATE OF TEXAS
My Comm Exp. Nov. 07, 2010

Eva C. Cuadra

Notary Public, State of Texas
Commission Expires: 11/07/2010

IN TESTIMONY WHEREOF South Texas College has caused these presents to be executed this 10th day of March, 2010.

SOUTH TEXAS COLLEGE

BY: Mike Allen
Mike Allen
Chair

STATE OF TEXAS **X**

COUNTY OF HIDALGO **X**

This instrument was acknowledged before me on this 10th day of March, 2010, by Mike Allen, Chair of **South Texas College.**

Velisa Reyes
Notary Public, State of Texas
Commission Expires: July 28, 2010

VELISA REYES
Notary Public, State of Texas
My Commission Expires
July 28, 2010

IN TESTIMONY WHEREOF South Texas Independent School District has caused these presents to be executed this 23rd day of March, 2010.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

BY: Homero García
Homero Garcia
Board President

STATE OF TEXAS **X**

COUNTY OF HIDALGO **X**

This instrument was acknowledged before me on this 23rd day of March, 2010, by Homero Garcia, Board President of **South Texas Independent School District.**

SONIA ELMA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
November 05, 2013

Sonia E. Rodriguez
Notary Public, State of Texas
Commission Expires: 11/5/2013

IN TESTIMONY WHEREOF Hidalgo County has caused these presents to be executed this 24th day of March, 2010.

HIDALGO COUNTY

BY: _____
Rene A. Ramirez
County Judge

STATE OF TEXAS **X**

COUNTY OF HIDALGO **X**

This instrument was acknowledged before me on this 24th day of March, 2010, by Rene A. Ramirez, County Judge of **Hidalgo County.**

_____
Notary Public, State of Texas
Commission Expires: _____

TERESITA D GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-28-2012

After recording return to:

LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP
Attorneys at Law
205 S. Pin Oak Avenue
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8532
Dec. 21, 2011

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

O2440-00-001-0010-00

[1] OWNER: PROYECTO, AZTECA
FLORES, EDELMIRO & PEREZ, BEATRZ
1225 N. FM 491 APT.2801
MERCEDES, TX 78570
Telephone No. 533-1401

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: CITY

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD
[5] SIZE OF STRUCTURE: 864 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
OLD REBEL HEIGHTS LOT 10 BLK 1

LOCATION: 0 MILE 2 E. & MILE 9 N.

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

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

Prepared by — Date: 12 | 21 | 11

Jonathan Isidro
Approved by — Date: 12 | 20 | 11

Signature of Owner or Applicant — Date: 12-21-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 1
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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: 1-8716

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: Maria I Munoz

Address: 25312 Engleman Garden Rd

Phone (956) 355-1391

Water Supplier: North Alamo Water Corp.

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

Account/ESI No.: 10032789419398405

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: La Antana Acres Subdivision #7 Lot 37.

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-02-12);

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 Peena);

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

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

Precinct ① 2 3 4

Application No: 1-8716

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: Marisol Munoz

Address: 25312 Engleman Borden Rd Monte Alto, TX 78538

Phone: (956) 355-1391 / (956) 355-1395

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

Santana Acres #7 lot # 37

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Marisol Munoz 03/14/2012
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:

3/20/12
Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 2, 2012

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

Grantee: Maria Isabel Munoz-Aguilar

Grantee's Mailing Address (including county):
25022 Cielo Ln.
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-One Thousand Dollars and No Cents ($21,000.00), 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) 37, 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;

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 2 day of March 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..

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

Ana Vandever
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

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

ReMerge-It

COPY

HIDALGO COUNTY PLANNING DEPARTMENT

CERTIFICATE REVIEW FEE
1100-341-30-210-003-0-000
Permit No. 1-8716
TOTAL $30

Date 3 - 2 - 20 12

Received of: Arturo Rubalcava $ 30 -

Thirty Dollars

Subdivision: Lantana Acres #7 Lot 37

Cash 30 - Check # - M.O. # -

Received by:

SUBDIVISION FEES
Acct # - 1100-341-30-210-003-0-000
Filing/Review Fee
2% Inpsection Fee
Maps
Subd. Rules Book
Other
TOTAL

ESCROW
Acct # - 1100-341-30-210-003-0-000
1/3 Paving
Septic Tank -
Other
TOTAL

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 1
RECEIPT
Nº 16107 - 1

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

Hidalgo County Planning Department
Chapter 232, Texas Local Government Code

Application No.: 1-8716 Date: 3-7- 20 12

Location: 2812 E 493

Lot No.: 37 Blk No.: Flood Zone: X - 44

Subdivision: Lantana Acres #7

Setbacks: Front: 50' Rear: 35' Side: 6' Side: 6' Corner Side —

Owner: Maria Munoz Received By:

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

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956-318-2844

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956-973-7850

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

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

Precinct 1 2 3 4

Application No: 1-8080

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: Jose M Lejas C.O Gonzalo Serna

Address: 3004 ADAMS ST.
WESLACO TX. 78596

Phone: 956 314 6719

Water Supplier: NAWSC

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

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

regarding the land described as: Victoria Gardens #2 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 2-11-03);

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

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

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

Precinct ① 2 3 4

Application No: 1-8080

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: Jose M Leyjas (c/o Gonzalo Serna

Address: 3004 Adams St.

Weslaco TX. 78596

Phone: 956 314 6719

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

Victoria Gardens # 2 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

Requesting Party (Signature)

3-12-12
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:

3/20/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8080
May. 27, 2011

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

V3314-02-000-0003-00

[1] OWNER: LEYJAS, JOSE M. & BELEM

3004 ADAMS ST.
WESLACO, TX. 78596
Telephone No. 299-3059

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,166 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
VICTORIA GARDENS #2
LOT 3

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR 35' SIDES 6'

Prepared by — Date: 5-27-11

Approved by — Date: 5-26-11

x _____ — Date: x 5-27-11
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 1

Community No.: 0450 C

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

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: **August 31, 2006**

Grantor: **Resaca City Investments, Ltd**

Grantor's Mailing Address (including county):

2614 Freddy Gonzalez
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee:

Name 1: **Jose M. Leyjas**
Name 2: **Belem Leyjas**

Mailing Address:

39390 SW 209 Avenue
Homestead, FL 33034
Dade County, FL

Phone Number 1: **(786) 299-3059**
Phone Number 2: **(305) 245-7186**

Social Security Number:
Grantee 1:
Grantee 2:

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-one Thousand Four Hundred and no/100 ($31,400.00), 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 Monroe, Trustee.

Property (including any improvements):

Lot Number(s): 3, VICTORIA GARDENS PHASE II, being a Subdivision of 29.984 acre tract (map record: 30.00acres) of land being all of Lots Six (6), Seven (7) and Eight (8), Engelman Subdivision of Block 22, La Blanca Agriculture Company's Subdivision "A", Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 41 , Pages 176-178 , Map Records, Hidalgo County, Texas.

SAVE AND EXCEPT, Grantor reserves for Grantor and for Grantor's heirs, successors, and assigns forever, a reservation of all Grantor's oil, gas and other minerals in and under and that may be produced from the Property.

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. Easement, 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 in 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 their 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. Grantor hereby reserves for Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN (Continued)

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, 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.

Resaca City Investments, Ltd

By: RCI Development, LLC, General Partner

Manager

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 31st day of August, 2007 by David Wiedering, MANAGER of RCI DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said limited liability company, and the limited liability company acknowledged this instrument as General Partner on behalf of Resaca City Investments, Ltd, a Texas Limited Partnership.

Notary Public, State of Texas

DAVID VANEZ JR.
Notary Public, State of Texas
My Commission Expires
July 26, 2008

AFTER RECORDING RETURN TO:

Resaca City Investments, Ltd
2522 Freddy Gonzalez
Edinburg, Texas 78539

May 20, 2011

STATE OF FLORIDA

COUNTY OF DADE

I, Jose M. Leyjas, with this affidavit acknowledge that Gonzalo Serna, has full authority to apply for a development application at the property located at Lot 3, Victoria Gardens Phase II subdivision and to submit this application with the Hidalgo County Planning Department. With this affidavit, I am indemnifying Hidalgo County and its employees should any negative consequences take place as a result of my authorization to allow Gonzalo Serna to apply for a permit with Hidalgo Court.

SWORN TO AND SUBSCRIBED before me the undersigned authority on this the 19 day of May, 2011.

Jose M. Leyjas

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 20th day of May, 2011, by Jose M Leyjas

Notary Public's Signature
Personally Known _____ OR
Type of Identification Produced FLD/L L220433573760 ✓

Notary Public, State of Florida Edwin Rivero

EDWIN RIVERO
MY COMMISSION # DD 941663
EXPIRES: December 12, 2013
Bonded Thru Budget Notary Services

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: 1-8770

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: Robert Rivera Jr

Address: 1712 Mesquite Dr. Mercedes, Tx. 78570

Phone: 956-472-6889

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: Old Rebel Heights Blk #3 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 4-06-93);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 1-8770

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: Robert Rivera Jr

Address: 1712 Mesquite Dr
Mercedes, Tx. 78570

Phone: 956-472-6889

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

Old Rebel Heights Blk#3 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)

3-15-12
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:

3/20/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8770
Mar. 15, 2012

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

O2446-00-003-0011-00

[1] OWNER: FIRST NATIONAL ACCEPTANCE CO
C/O ROBERTO & NORMA RIVERA
RR 4 BOX 9112
MERCEDES TX 78570-9336

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,600 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
OLD REBEL HEIGHTS BLK 3 LOT 11

LOCATION: 0

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 15' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF ST.

Prepared by — Date: 3/15/12

Approved by: Jonathan Tridro — Date: 3/13/12

Signature of Owner or Applicant — Date: 3/14/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 G Pct: 0

Community No.: CP, 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.

Recorded On 2011-Dec-15 As 2265539

2265539

WARRANTY DEED

File No. _____

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Hidalgo)

That I(we) First National Acceptance Company, a Michigan corporation , (hereinafter referred to as "Grantors"), for and in consideration of the sum of ($23,500.00) DOLLARS, and other good and valuable considerations to us in hand paid by Roberto Rivera and Norma Rivera whose address 1712 Mesquite Dr. ,Mercedes, TX 78570 (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed;

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said Grantee, its successors and assigns, the following described real property, to wit:

LOTS 11 & 12, BLOCK 3, OLD REBEL HEIGHTS SUBDIVISION, MERCEDES, HIDALGO COUNTY, TEXAS.
Also known as Rt. 4 Box 9112, Mercedes, TX 78570
(Tax #0244600003001100, 0244600003001200, R519390, R519392)

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever, and Grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is executed, delivered and accepted subject to ad valorem taxes for the current and subsequent years, taxes for assessments for the current and prior years due to changes in land usage, ownership or both, zoning ordinances and utility district assessments, if any, applicable to and enforceable against the above described property; and all valid easements, restrictions, mineral reservations and maintenance fund liens, if any, applicable to and enforceable against the described property which would be apparent from visual inspection of the property or as shown by the records of the County Clerk.

Executed this 9th day of December, 2011.

First National Acceptance Company

Steve Allison, Vice President

THE STATE OF MI)
) ss.
COUNTY OF Ingham)

The foregoing instrument was acknowledged before me this 9th day of December, 2011, by Steve Allison, Vice President, of First National Acceptance Company, a Michigan corporation.

Susan M. Wightman
Susan M. Wightman, Notary Public
Ingham County, MI
Acting in Ingham County, MI
My commission Expires 01/07/2015

When recorded to: Roberto Rivera
1712 Mesquite Dr.
Mercedes, TX 78570
Account Number: 119160

Drafted by: Susan Wightman
Business Address: P.O. Box 980
East Lansing, MI 48826

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.

DOC.WD-TX.02.07.97INSYS

LEGAL DESCRIPTION

Lots 11 and 12, OLD REBEL HEIGHTS SUBDIVISION BLOCK 3, Hidalgo County, Texas, according to map thereof recorded in Volume 28, Page 70B, Map Records of Hidalgo County, Texas.

Property address: Rt. 4 Box 9112 Mercedes, Texas

Tax ID # 02446-00-003-0011-00 & 02446-00-003-0012-00

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Sep 05,2002 at 12:19p

As a Recording

Document Number: 1118033
Total Fees : 16.00

Receipt Number - 444250
By,
Anna Maria Muniz, Deputy

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Olga Ornelas	4-11407
2.	Cosme Garcia	4-11393
3.	Lucinda Quintanilla	4-11403
4.	Roberto D. Pena	4-11296
5.	Alma Vargas	4-10319
6.	Oscar L. Garza – LAS ESTRELLAS II, LOTS 1-6	BLANKET COVER
7.	Luis Sanchez – SPRING VISTAS, SUBDIVISION, LOTS 1-6	BLANKET COVER
8.	Oscar L. Garza/Garco, LTD. – LAS ESTRELLAS SUBDIVISION III, LOTS 1-46	BLANKET COVER
9.	Santos Ramirez – LOS RAMIREZ SUBDIVISION, LOTS 1-3	BLANKET COVER
10.	Norberto Salinas – PALOS ROJOS NO. 2, LOTS 1-41	BLANKET COVER
11.	Richard Garza/Garco Management – MANDALAY BAY PHASE 1, LOTS 1-50	BLANKET COVER
12.	Richard Ruppert – LANTANA ACRES NO. 7, LOTS 1-39	BLANKET COVER
13.	Pat Fletcher – BRUSHLINE LTD, LOTS 1-84	BLANKET COVER
	COMM. COURT: March 27, 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: 4-11407

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:		33619
Date Approved:	/ /	3/16/12

Name: Olga Ornelas

Address: 23744 Calle Guillermo Edcouch TX. 78538

Phone: 956-802-6532

Water Supplier: DAWS

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

Account/ESI No.: 100 327 894 0 334 0385

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Lantana Acres #4 Lot 9,

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 07-16-02);

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

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

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-1/407

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 and Olga Ornelas

Address: 23744 Calle Guillermo
Edcouch TX. 78538

Phone: 956-802-6532

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Cantina Acres #4 Lot 9.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Olga Ornelas — Requesting Party (Signature)

3-16-2012 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

3-16-2012 — **Date**

Alex U. Castillo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11407
Mar. 14, 2012

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

L2845-04-000-0009-00

[1] OWNER: ORNELAS, ROBERTO C. & OLGA E

23744 GUILLERMO ST.
EDINBURG, TX. 78542
Telephone No. 802-6532

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES #4 LOT 9

LOCATION: 0 2812 & DOOLITTLE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' S. SIDE 6' REAR 35' N.SIDE 15' C.SIDE 15

FLOR CASTILLO — Prepared by — 3-14-12 — Date

RUDY R203 — Approved by — Date

Olga Ornelas — Signature of Owner or Applicant — 3-14-2012 — 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]

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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

August 14, 2006 1658004

Grantor: Dos Cruces Properties, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78539-0959

Grantee: Roberto C. Ornelas and Olga Elidia Ornelas

Grantee's Phone Number: (956) 458-7458
Grantee's Mailing Address (including county):
HC1 Box 15-A
Linn, Texas 78563
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-Two Thousand Seven Hundred Dollars and No Cents ($22,700.00), 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) 9, Lantana Acres Subdivision No. 4, as shown by the map or plat thereof recorded in Volume 40, Pages 92, 93 & 94, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated April 4, 2002, payable to the order of Texas State Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1069145. 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;

...text requires, singular nouns and pronouns include the plural.

...es Properties, Ltd., a Texas Limited Partnership

Richard W. Ruppert, President, Dos Grandes No.1, L.L.C.
Its General Partner

(Acknowledgment)

ANITA L REYES
Notary Public ... Texas
My Commi... ...es
05-23-20...

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 14th day of August, 2006 by Richard W. Ruppert, President, Dos Grandes No. 1 L.L.C., General Partner of Dos Cruces Properties, Ltd., a Texas Limited Partnership of behalf of said Texas Limited Partnership.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

Dos Cruces Properties, Ltd.
P.O. Box 959
Edinburg, Texas 78539-0959

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: 4-11393

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:		SEWER
Date Approved:	/ /	3 /16 /12

Name: Cosme Garcia

Address: 1022 Starshine dr
Edinburg, TX 78542

Phone: 483-5737

Water Supplier: North Alamo Water

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

Account/ESI No.:

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Villa del Sol Lot 64,

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-30-87);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-11393

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: Cosme Garcia

Address: 1022 Starshine dr

Edinburg, TX 78542

Phone: (956) 483-5737

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

Villa del Sol Lot 64

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 3-16-12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
__/__ Other (describe) PVT

This part to be filled out by receiving county official:

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

03/21/12
Date

County Official

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

General Warranty Deed

Date: February 3, 2010

Grantor: Ricardo Rodríguez; and Yolanda Rodriguez

Grantor's Mailing Address:

Ricardo Rodríguez
509 Argentina Rd.
Edinburg, Texas 78539
Hidalgo County

Yolanda Rodriguez
509 Argentina Rd
Edinburg, Texas 78539
Hidalgo County

Grantee: Ninfa Garcia; and Cosme Garcia

Grantee's Mailing Address:

Ninfa Garcia
1022 Starshine Dr.
Edinburg, Texas 78539
Hidalgo County

Cosme Garcia
1022 Starshine Dr.
Edinburg, Texas 78539
Hidalgo County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot Sixty-Four (64), Villa Del Sol Subdivision, Hidalgo, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

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.

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

Ricardo Rodriguez

Yolanda Rodriguez

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on February 3rd, 2010, by Ricardo Rodriguez.

AIDA GOSALVEZ
My Commission Expires
March 22, 2013

Notary Public, State of Texas
My commission expires: 03-26-2012

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11393
Mar. 12, 2012

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

V3580-00-000-0064-00

[1] OWNER: GARCIA, NINFA & COSME

1022 STARSHINE DR.
EDINBURG, TX 78539-4862
Telephone No. 781-0265

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,500 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA DEL SOL LOT 64

LOCATION: 0 IRD & OWASSA

[8] SEWAGE: PUBLI ✓

[9] CONSTRUCTION TYPE: BRIC

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE 6' REAR 15' CORNER SIDE 10' FINISH
FLOOR OF ELEV, 18" NATURAL GROUND.

D.U.C. Garcia 3-12-12
Prepared by Date

T.J. Armando 3-6-12
Approved by Date

X
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.

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: 4-11403

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
	———	Chanda Rowe
	Authorized Signature	Authorized Signature
Inspection/Permit No:		41579
Date Approved:	/ /	3 / 14 / 12

Name: Lucinda Quintanilla

Address: 1709 Wayne Dr.
Edinburg Texas
78540

Phone: 956. 457. 8273

Water Supplier: North Alamo Water

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

Account/ESI No.: 262406.001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Santa Cruz Ranch #2. Lot #60,

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-24-08);

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 Maria Cepeda);

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 Chanda Rowe);

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 Chanda Rowe);

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

Maria Cepeda
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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956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-11403

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: Lucinda Quintanilla

Address: 1707 Wayne Drive

Edinburg Texas 78542

Phone: 956 457-8273

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

Santa Cruz Ranchettes #2 Lot #60

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Lucinda Quintanilla
Requesting Party (Signature)

3-14-12
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:

03/21/2012
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11403
Mar. 14, 2012

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

S1753-02-000-0060-00

[1] OWNER: QUINTANILLA, LUCINDA

1707 WAYNE DR.
EDINBURG, TX. 78542
Telephone No. 457-8273

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,379 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ RANCHES #2 LOT 60
3/12/12 PENDING SITEPLAN

LOCATION: 0 2812 & BRUSHLINE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACK
FRONT 50' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV
18" OF STREET.

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant Linda Quintanilla Date 3-14-12

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.

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: **January 20, 2012**

Grantor(s): **Merced L. Leal and wife, Adi A. Leal**

Grantor(s) Mailing Address: **910 Columbia Dr.**
Edinburg, Hidalgo County, Texas 78541-6764

Grantee(s): **Lucinda Quintanilla**

Grantee's Mailing Address: **1707 Wayne Dr.**
Edinburg, Hidalgo County, Texas 78539

Consideration:

For the consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged

Property (including any improvement, if any):

Lot 60, Santa Cruz Ranches No. 2 Subdivision, as shown by the map or plat thereof recorded in Volume 46, Pages 133-137, Map Records, Hidalgo County, Texas.

Reservations from and Exception 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, setback lines, drainage swale requirement, and other matters**

shown on the plat of Santa Cruz Ranches No. 2 Subdivision, as shown on the plat thereof, recorded in Volume 46, Pages 133-137, 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, operation, 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 otherwise) presently appended on 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 singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successor, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrator, and successors to warranty and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successor, and assign against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as the reservations from and exceptions to conveyance and warranty.

As a material part of the Consideration for this deed, Grantor and Grantees agree that 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 has a particular financial value or is fit for a particular purpose. Grantees acknowledge and stipulate that Grantees are not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantees take the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENTATION CONCERNING THE PURCHASE OF THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE, THE PREPARER EXPRESSES NO OPINION AS TO TITLE OR TAXES TO THIS PROPERTY.

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

Merced L Leal

Merced L. Leal

Adi Leal

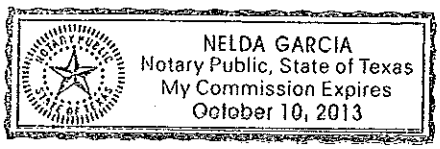
Adi A. Leal

(Acknowledgment)

STATE OF TEXAS ()

COUNTY OF HIDALGO ()

This instrument was acknowledged before me on the 20th day of **January 2012** by **Merced L. Leal and wife, Adi A. Leal, both.**



Notary Public, State of Texas

****

After Recording Return To:

Law Office of A. C. Garcia
P. O. Drawer 630
Pharr, Texas 78577

Prepared In The Law Office of:

A. C. Garcia, Attorney
P.O. Box 630
125 E. Caffery
Pharr, Texas 78577
Phone: (956) 787-6261
Fax: (956) 787-6395

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: 4-112960
02-6-12

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:

Name: Roberto D Lopez

Address: 22900 N Sharp
Edinburg, Tx
78542

Phone: 956-739-5567

	Approved by Environmental Health:	Temporary Service	Final Service
			Chando Ramos
		Authorized Signature	Authorized Signature
Inspection/Permit No:			48902
Date Approved:		/ /	3 / 20 / 12

Water Supplier: North Alamo Water Supply

Utility Provider: [✓]M.V.E.C. [ ] AEP

Account/ESI No.: 261276-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:
Lot 197 Evergreen Valley Estates Phase II ,

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-05-96);

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 Murray);

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 Chando Ra);

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 Chando Ramos);

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-11296

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 D. Peña

Address: 3109 Heron Ave.
McAllen, Tx 78504

Phone: 956-739-5567

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

Lot 197 Evergreen Valley Estates Phase II

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) Date 03/21/12

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:

03/21/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11296
Feb. 6, 2012

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

E8250-02-000-0197-00

[1] OWNER: PENA, ROBERTO DAVID & MARIA
ELVA VELA
3109 HERON
MCALLEN, TX. 78501
Telephone No. 921-1212

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,353 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #2
LOT 197

LOCATION: 0 DAVIS & SHARP

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $130,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
18" OF STREET.

Prepared by — Date: 1-24-12

Approved by — Date: 1-26-12

Signature of Owner or Applicant — Date: 2/6/2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0320 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.

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.

ASSUMPTION WARRANTY DEED

Date: May 16, 2006

1617653

Grantor: J Lozano Construction Inc., f/n/a Lozano Construction

Grantor's Mailing Address (including county):

2725 Stirling Ave
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: Roberto David Pena and Maria Elva Vela

Grantee's Mailing Address (including county):

3109 Heron
McAllen, Texas 78501
Hidalgo County, Texas

Consideration: Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of Forty Two Thousand Four Hundred Fifty and 00/100 Dollars ($42,450.00) dated December 10, 2005 executed by J Lozano Construction Inc., f/n/a Lozano Construction and payable to the order of Evergreen Valley, Inc. The note is secured by a Vendor's lien in deed of even date from Evergreen Valley, Inc., to J Lozano Construction Inc., f/n/a Lozano Construction, and additionally secured by a Deed of Trust dated December 10, 2005, to Nancy Scurlock, Trustee, recorded in the Office of the County Clerk of Hidalgo County, Texas, under Document Number 1555210. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of grantor's obligations specified in the instruments securing payment of the note. Grantor assigns to Grantee both the casualty insurance policy on the property and all funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

> Lot(s) 197, Evergreen Valley Estates Subdivision, Phase II, as shown by the map or plat thereof recorded in Volume 47, Page 85-97, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

terms, at which time this deed will become absolute. Holder's release of the assumed liens will release this vendor's lien without the joinder of Grantor.

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

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

No title examination was requested in connection with the preparation of this document, nor was any made. The preparer expresses no opinion of title to this property.

Jaime Lozano
J Lozano Construction Inc.
F/N/A Lozano Construction

The undersigned executes this Assumption Warranty Deed to acknowledge his acceptance of this conveyance and assumption of the obligations under the above described Note and Deed of Trust securing same.

Roberto David Pena

Maria Elva Vela

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 16th day of May 2006 by Jaime Lozano, J Lozano Construction Inc., f/n/a Lozano Construction.

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
ROGELIO MONTERO
Notary Public, State of Texas
My Commission Expires
FEBRUARY 21, 2007

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: 4-10319

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: Alma Vargas

Address: 6210 Soledad DR
Edinburg, Tx 78541

Phone: 956-6160165

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	3/2/10

Water Supplier: _____

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032758940796139 5

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Paloma Del Valle #3 Lot # 1600,

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 07-11-07);

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 _____);

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-103/9

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: Alma Vargas

Address: 6210 Soledad DR
Edinburg, Tx 78541

Phone: 956.616.0165

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

Palomar Del Valle #3 Lot #1000

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Alma
Requesting Party (Signature)

3/21/12
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:

03/20/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10319
Feb. 23, 2011

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

P3112-03-000-0166-00

[1] OWNER: DIAZ, CRESCENCIO & ALMA VARG

6210 SOLEDAD DR.
EDINBURG, TX. 78541
Telephone No. 515-8617

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 952 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 166

LOCATION: 0 M. CRISTO & SEMINARY

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

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

Prepared by Mario A. Castillo Date 2-23-11

Approved by Efrain Ceballos Date 2-16-11

Signature of Owner or Applicant Alma Vargas Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

2087157

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: February 22, 2010

Grantor: Paloma Del Valle II, Ltd.

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

Grantee: Crescencio Diaz and Alma Vargas

Grantee's Mailing Address including County: 1510 Clay St.
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 SIXTEEN THOUSAND EIGHT HUNDRED NINETY AND 16/100 DOLLARS ($16,890.16) 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 166 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 2010 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 February 22, 2010, 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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Financial Guarantee

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: Oran L. Dang.

Address: 3910 W. Freddy Gonzalez Dr. Edinburg, TX.

Phone: 956-383-0295

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	Existing
Date Approved:	/ /	3/14/12

Water Supplier: Agua SUD

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Rio Retiro II, Lots 1-6

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 3/6/12);

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 Nora Delgado);

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 Nora Delgado);

_____ _____ _____

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: 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: Garco, Ltd
By: Oscar L. Garza Jr., Vice- President

Address: 3910 W. Freddy Gonzalez Dr.

Edinburg, Texas 78539

Phone: (956) 383-6295

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):
Las Estrellas Subdivision II: a 7.13 acre tract of land being all of Lot 10, Nick Doffing Subdivision No. 4, Hidalgo County, Texas.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- [X] Subdivider
- [ ] Owner of lot in subdivision
- [ ] Resident of lot in a subdivision
- [ ] Entity that provides utility service

Garco, Ltd
Oscar L. Garza, Jr., Vice-President

Requesting Party (Signature) — Date: 10-3-11

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

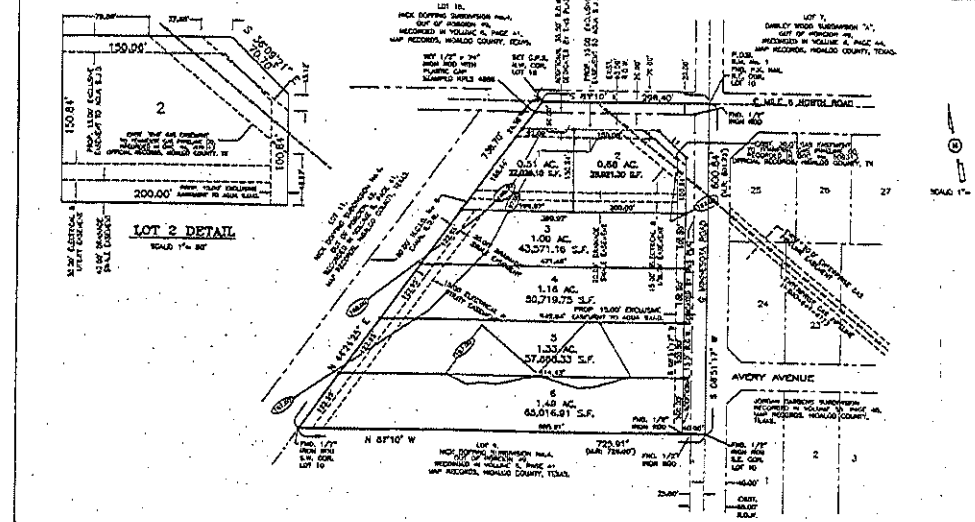
- [X] Deed
- [ ] Executory Contract
- [ ] Lease
- [ ] Rent Receipt
- [ ] Affidavit
- [✓] Other (describe) Copy of subd. plat

This part to be filled out by receiving county official:

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

3/14/12
Date

County Official


LOT 2 DETAIL
SCALE 1"= 50'
150.00'
200.00'
S 39°09'21" E
30.00'
150.01'
150.01'
2
LOT 10, NICK DOFFING SUBDIVISION No.4, OUT OF HORIZON No. 6, RECORDED IN VOLUME 6, PAGE 41, MAP RECORDS, HIDALGO COUNTY, TEXAS.
LOT 1, DARLEY WOOD SUBDIVISION "A", OUT OF HORIZON No. 6, RECORDED IN VOLUME 6, PAGE 44, MAP RECORDS, HIDALGO COUNTY, TEXAS.
P.O.B. 5/8" IRON ROD WITH YELLOW CAP "QUANTAILLA RPLS 4886"
P.O.C. 1/2" IRON ROD WITH YELLOW CAP "QUANTAILLA RPLS 4886"
S 89°59'11" E 1316.40'
N 89°59'11" W 1316.40'
E. MILE 6 NORTH ROAD
FND. 1/2" IRON ROD
0.51 AC. 22,038.10 S.F.
0.68 AC. 29,821.30 S.F.
1.00 AC. 43,571.16 S.F.
1.16 AC. 50,719.75 S.F.
1.33 AC. 57,998.33 S.F.
1.48 AC. 65,016.91 S.F.
1
2
3
4
5
6
23
24
25
26
27
AVERY AVENUE
SCALE 1"= 100'
N 87°10' W
722.91'
(MAP: 726.40')
LOT 4, NICK DOFFING SUBDIVISION No.4, RECORDED IN VOLUME 6, PAGE 41, MAP RECORDS, HIDALGO COUNTY, TEXAS.
FND. 1/2" IRON ROD
S.W. COR. LOT 10
FND. 1/2" IRON ROD
N.W. COR. LOT 10
FND. 1/2" IRON ROD
S.E. COR. LOT 10
FND. 1/2" IRON ROD
N.E. COR. LOT 10
CNTR. 50.00' R.O.W.
25.00'
S 87°10' E
722.91'
(MAP: 726.40')
FND. 1/2" IRON ROD
2
3
LOT 10, NICK DOFFING SUBDIVISION No.4, OUT OF HORIZON No. 6, RECORDED IN VOLUME 6, PAGE 41, MAP RECORDS, HIDALGO COUNTY, TEXAS.
N 89°59'11" W 1316.40'
S 89°59'11" E 1316.40'
S 87°10' E 1800.84'
N 87°10' W 1800.84'
S 87°10' E 1800.84'
N 87°10' W 1800.84'
S 87°10' E 1800.84'
N 87°10' W 1800.84

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Septics Installed

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
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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: 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: Luis Sanchez

Address: 8124 N. FM 493
Donna TX.

Phone: 956-464-4984

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing
Date Approved:	/ /	3/14/12

Water Supplier: NAWSC

Utility Provider: [✓]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Spring Vista Subdivision Lots 1-6,

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 3/14/12);

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 Nora D Cavazos);

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 Nora D Cavazos);

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: 917

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

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

PARTY MAKING REQUEST:

Name: LUIS SANCHEZ

Address: 8124 N. FM 493

DONNA, TEXAS

Phone: (956) 464-4984

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

PROPOSED SPRING VISTAS SUBDIVISION

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Luis Sanchez
Requesting Party (Signature)

8/19/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- X Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- X Other (describe) Copy of subd. 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:

3/14/12
Date

Ilona D Cavazos
County Official

SUBDIVISION PLAT OF
SPRING VISTAS SUBDIVISION

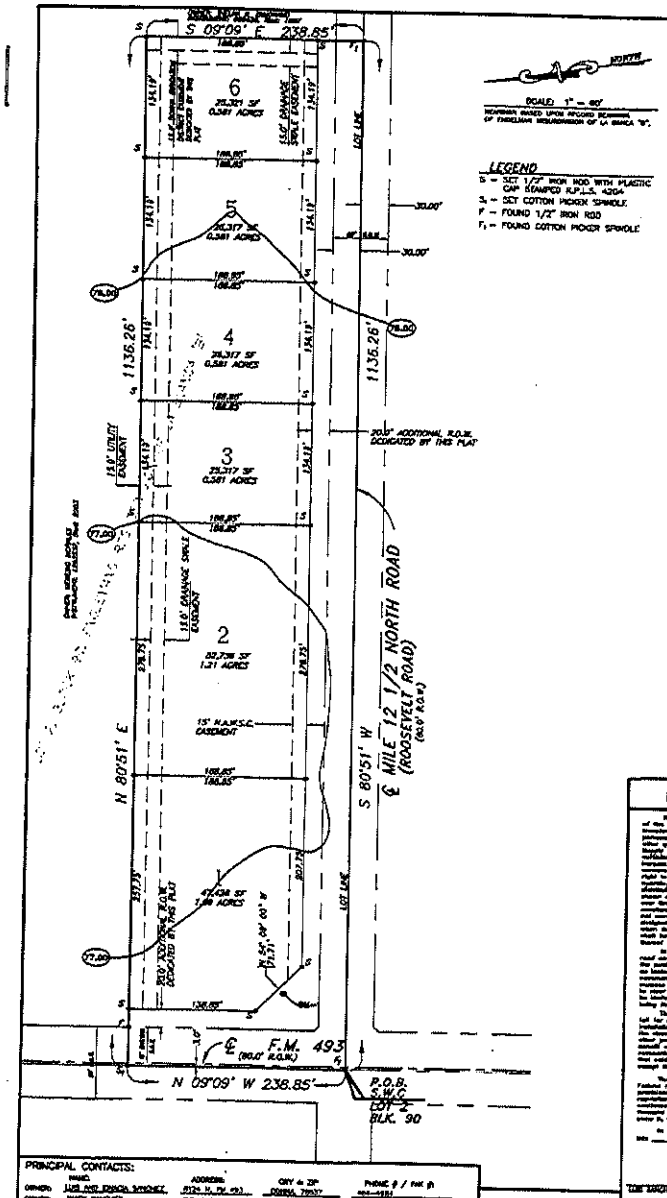
A 6.23 ACRE TRACT OUT OF LOT 2, BLOCK 90, EINGELMAN RESUBDIVISION OF LA BLANCA "A", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGE 4, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

DATE: APRIL 11, 2007

SCALE: 1" = 60'

PREPARED BY: R.E. GARCIA & ASSOCIATES

116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX 381-1286



NORTH

SCALE: 1" = 5000'

LEGEND

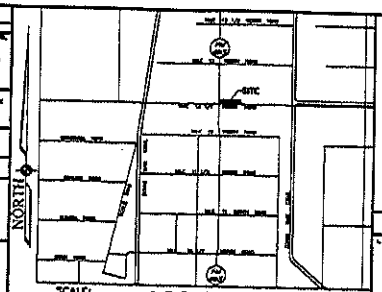
- S = SET 1/2" IRON ROD WITH PLASTIC CAP STAMPED R.E.P.L.S. 4324
- S = SET COTTON PICKER SPINDLE
- F = FOUND 1/2" IRON ROD
- F = FOUND COTTON PICKER SPINDLE

INDEX OF SHEETS

No.	DESCRIPTION
1	
2	
3	

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOCATION MAP



SCALE: 1" = 5000'

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

METES AND BOUNDS DESCRIPTION FOR A 6.23 ACRE TRACT

A 6.23 acre tract of land being the south 238.85 feet of the west 1,136.26 feet of Lot 2, Block 90, Engleman Resubdivision of La Blanca "A" Subdivision, as recorded in Volume 3, Page 4, Map Records, Hidalgo County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a found cotton picker spindle within the FM 493 Right-of-Way being the southwest corner of said Lot 2, Block 90, for the southwest corner of herein described tract.

THENCE N 09° 09' 00" W 238.85 feet along the west line of said Lot 2, Block 90, to a set cotton picker spindle for the northwest corner of herein described tract.

THENCE N 80° 51' 00" E parallel to the south line of said Lot 2, Block 90, pass at 43.00 feet a found one-half inch iron rod being the west Right-of-Way line of said FM 493 and continuing for a total distance of 1,136.26 feet to a set one-half inch iron rod for the northeast corner of herein described tract.

THENCE S 09° 09' 00" E parallel to the west line of said Lot 2, Block 90, pass at 208.85 feet a point being the north R.O.W. line of Mile 12½ North Road (Roosevelt Road) and continuing for a total distance of 238.85 feet to a found cotton picker spindle on the centerline of said Mile 12½ North Road (Roosevelt Road) also being the south line of said Lot 2, Block 90 for the southeast corner of herein described tract.

THENCE S 80° 51' 00" W 1,136.26 feet along said centerline of Mile 12 ½ Road (Roosevelt Road) also being the south line of said Lot 2, Block 90, to the point of beginning and containing 6.23 acres of land, more or less.

PLAT NOTES & RESTRICTIONS:

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, and designated as Spring Vistas Subdivision (hereinafter called "said property") in the City of Donna, Hidalgo County, Texas, do hereby dedicate to the public the use of the streets and alleys, as shown on said plat, forever; and do hereby dedicate to the public the use of the easements for the mutual use and accommodation of all public utilities desiring to use or using the same, whether public, quasi-public, or private, as the interest of each may appear; and do hereby bind themselves, their heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the easements so dedicated to the public against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned grantor hereby reserves all of the oil, gas and other minerals in and under said property, together with the right of ingress and egress for the purpose of exploring, developing, mining and operating for the same; provided, however, that the undersigned grantor, its successors and assigns, hereby waive the right to use the surface of said property for the purpose of exploring, developing, mining or operating for the oil, gas and other minerals in and under said property, and provided further that the undersigned grantor, its successors and assigns, shall conduct its mineral exploration, development and production activities with respect to said property in such manner as will not interfere with or endanger operations for the construction, maintenance or use by the public of any of the easements granted by this instrument.

The undersigned grantor hereby covenants and agrees that all of the lots in said property shall be subject to the payment of an impact fee for water and sewer facilities to be constructed, established or provided by or on behalf of the undersigned grantor, its successors and assigns, or by or on behalf of any subdivision or resubdivision of said property, or any part thereof, or by or on behalf of the owners of any of the lots in said property, or any part thereof, to serve said property, or any part thereof, whether such facilities are constructed, established or provided within or without said property, or any part thereof, and that each owner of a lot in said property, or any part thereof, by the acceptance of a deed therefor, whether it shall be so expressed in such deed or not, shall be deemed to covenant and agree to the payment of said impact fee.

The undersigned grantor hereby covenants and agrees that all of the lots in said property shall be subject to the payment of charges for water and sewer utility connections made to the water and sewer lines and facilities established, constructed or provided to serve said property, or any part thereof, by or on behalf of the undersigned grantor, its successors and assigns, or by or on behalf of any subdivision or resubdivision of said property, or any part thereof, or by or on behalf of the owners of any of the lots in said property, or any part thereof, whether such facilities are constructed, established or provided within or without said property, or any part thereof, and that each owner of a lot in said property, or any part thereof, by the acceptance of a deed therefor, whether it shall be so expressed in such deed or not, shall be deemed to covenant and agree to the payment of said charges for water and sewer utility connections.

No building permit shall be issued for the construction of any building or structure on any lot in said property unless and until the undersigned grantor, or the then owner of said lot, has complied with the provisions of the preceding paragraph.

The undersigned grantor hereby covenants and agrees that all of the lots in said property shall be subject to the payment of charges for the construction of water and sewer service lines from the existing City water and sewer lines to the point of use or connection on each lot in said property, whether one or more connections be involved, initially or thereafter, provided that the owner of each lot shall have the option of boring under any paved street, alley or curb in lieu of cutting same, unless otherwise required by the governing body of the City.

The undersigned grantor hereby covenants and agrees that all of the lots in said property shall be subject to the payment of charges for the installation of water meters of the type and size determined by the City to serve each lot in said property, whether such meters be installed initially or thereafter, provided that the owner of each lot shall have the option of installing his own meter, subject to approval by the City Engineer.

The undersigned grantor hereby dedicates to the public a strip of land twenty (20) feet in width on each side of all roads, streets or alleys which are not constructed entirely within or entirely without said property, as may be required by the subdivision ordinance of the City of Donna, Texas, at the time of the construction of such roads, streets or alleys, for the purpose of providing additional right-of-way width for the construction, operation, maintenance, repair, replacement and expansion of streets and utilities, together with cuts, fills and slopes in connection therewith.

The undersigned grantor hereby dedicates to the public a strip of land fifteen (15) feet in width on each side of the boundary line of all alleys which are not constructed entirely within or entirely without said property, as may be required by the subdivision ordinance of the City of Donna, Texas, at the time of the construction of such alleys, for the purpose of providing additional right-of-way width for the construction, operation, maintenance, repair, replacement and expansion of utilities, together with cuts, fills and slopes in connection therewith.

All lots fronting on streets shall take access and obtain utility service from such streets and not from alleys.

The undersigned grantor hereby dedicates to the public a strip of land fifteen (15) feet in width on each side of the boundary line of all interior lots, for the purpose of providing utility easements for the construction, operation, maintenance, repair, replacement and expansion of utilities, together with cuts, fills and slopes in connection therewith.

All lots fronting on streets shall have minimum building setback lines as required by the subdivision ordinance of the City of Donna, Texas, at the time of the construction of such streets.

All lots fronting on streets shall have minimum rear building setback lines as required by the subdivision ordinance of the City of Donna, Texas, at the time of the construction of such streets.

All lots fronting on streets shall have minimum garage building setback lines as required by the subdivision ordinance of the City of Donna, Texas, at the time of the construction of such streets.

No building permit shall be issued for the construction of any building or structure on any lot in said property unless and until the undersigned grantor, or the then owner of said lot, has complied with the provisions of the preceding paragraph.

No lot in said property shall be occupied for residential purposes until the water and sewer facilities to be constructed, established or provided to serve said lot, as required by the preceding paragraphs, have been completed and are functioning properly

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Financial Guaranty

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:

	Approved by Environmental Health:	Temporary Service	~~Final~~ Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Pre-Existing
	Date Approved:	/ /	3/14/12

Name: Dean L. Dange Dance, Ltd.

Address: 3910 W. Freddy Gz. Edinburg, TX.

Phone: 956-383-6295

Water Supplier: Agua SUD

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Las Palmas Subdivision III, Lots 1-46,

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 3/6/12);

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 Nora Cavazos);

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 Nora Cavazos)

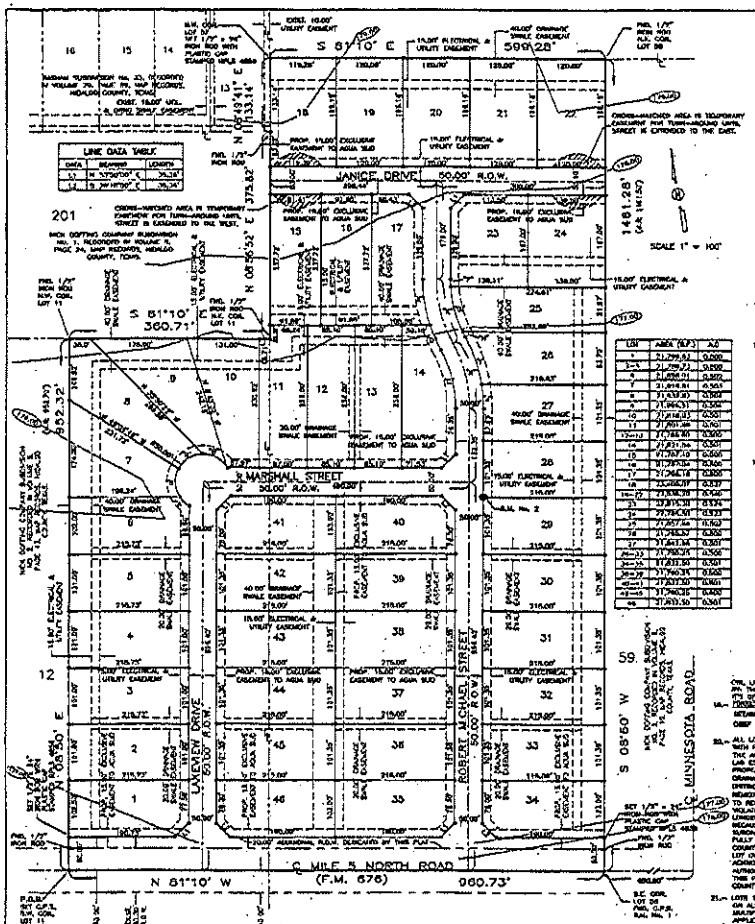
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



SUBDIVISION PLAT OF

LAS ESTRELLAS SUBDIVISION III

A 28.01 ACRE TRACT OF LAND BEING ALL OF LOT 11, NICK DOFFING COMPANY SUBDIVISION NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 43, AND ALL OF LOT 57 & 58, NICK DOFFING COMPANY SUBDIVISION No. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 10 MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2241259, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

NOTES AND BOUNDS

A 28.01 ACRE TRACT OF LAND BEING ALL OF LOT 11, NICK DOFFING COMPANY SUBDIVISION No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ALL OF LOTS 57 AND 58, NICK DOFFING COMPANY SUBDIVISION No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 10, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2241259, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS MADE HERE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MILE 5 NORTH ROAD (F.M. 676) FOR THE SOUTHWEST CORNER OF LOT 11 AND THE SOUTHEAST CORNER OF THE TRACT;

THENCE; N 08°50' E, ALONG THE WEST LINE OF LOT 11, PASSING A 1/2" IRON ROD FOUND AT 40.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 5 NORTH ROAD (F.M. 676), A TOTAL DISTANCE OF 852.32 FEET (SAP RECORD; 852.30 FEET) TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 11 AND THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE; S 81°10' E, ALONG THE NORTH LINE OF LOT 11, A DISTANCE OF 360.71 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 57 FOR THE NORTHEAST CORNER OF LOT 11 AND AN INTERIOR CORNER OF THIS TRACT;

THENCE; N 08°58'52" E, ALONG THE WEST LINE OF LOT 57, A DISTANCE OF 375.45 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SABINAS SUBDIVISION No. 33 (RECORDED IN VOL. 38, PAGE 84, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND AN INTERIOR CORNER OF THIS TRACT;

THENCE; N 08°58'52" E, ALONG THE WEST LINE OF LOT 57, A DISTANCE OF 1461.28 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SABINAS SUBDIVISION No. 33 AND THE EAST LINE OF SABINAS SUBDIVISION No. 33, A DISTANCE OF 1,313.16 FEET TO A 1/2" IRON ROD WITH CAP STAMPED GPLS 4656 SET FOR THE NORTHWEST CORNER OF LOT 57 AND THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE; S 81°10' E, ALONG THE NORTH LINE OF LOTS 57 AND 58, A DISTANCE OF 599.28 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 58 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE; S 08°50' W, ALONG THE EAST LINE OF LOT 58, PASSING A 1/2" IRON ROD FOUND AT 1491.28 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 5 NORTH ROAD (F.M. 676), A TOTAL DISTANCE OF 1,941.28 FEET (SAP RECORD; 1,941.30 FEET) TO A PECAN SPINDLE SET IN THE CENTERLINE OF MILE 5 NORTH ROAD (F.M. 676) FOR THE SOUTHEAST CORNER OF LOT 58 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE; N 81°10' W, ALONG THE SOUTH LINE OF LOTS 11, 58 AND 59, AND THE CENTERLINE OF MILE 5 NORTH ROAD (F.M. 676), A DISTANCE OF 660.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.01 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ADRIAN GARDENS SUBDIVISION, RECORDED IN VOLUME 30, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

8-18-11
DATE

ALFONSO GARCIMARRILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5834
STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ROBERT H. RUNNELS JR., VICE-PRESIDENT, AS OWNER OF THE 28.01 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LAS ESTRELLAS SUBDIVISION III, HEREBY SUBDIVIDE SAID LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §212.012 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWAGE CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS AVERRED IN THIS PLAT ARE TRUE AND COMPLETE.

FSM, LIMITED
DBA THREE LLC
ITS GENERAL PARTNER
BY: ROBERT H. RUNNELS JR., VICE-PRESIDENT
P.O. BOX 718
EDINBURG, TEXAS, 78540

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared ROBERT H. RUNNELS JR., VICE-PRESIDENT known to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared to me that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

LILIA A. GUAJARDO-NOTARY PUBLIC

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 4 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM THIS AND DISTRICT IS INTENDED TO THE SUBDIVISION, LOTS IN THIS SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOT FROM ADJACENT LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE DISTRICT WATER DISTRIBUTION SYSTEM, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

_____ _____
PRESIDENT DATE

_____ _____
SECRETARY DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED COUNTY that this plat of the LAS ESTRELLAS SUBDIVISION III was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County Clerk Date

PLANNING & ZONING COMMISSION
ACKNOWLEDGMENT

THIS PLAT OF LAS ESTRELLAS SUBDIVISION III HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20__.

_____
Chairman

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED COUNTY THAT THIS PLAT OF LAS ESTRELLAS SUBDIVISION III WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ _____
MAYOR OF CITY OF MISSION DATE

ATTEST: _____ _____
CITY SECRETARY DATE

COUNTY OF HIDALGO
STATE OF TEXAS

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PREPROR ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

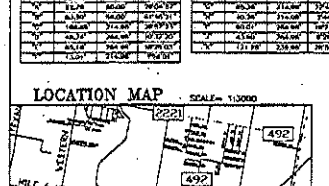
2-14-12
ALFONSO GUAJARDO, P.E. No. 96834
DATE

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

LOCATION MAP
SCALE= 1:30000



PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE DESIGNATION ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD =PLAIN COMMUNITY-PANEL NUMBER 480338 0890 D EFFECTIVE DATE JUNE 6, 2000.

2.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCE NO LAND THAN ONE SINGLE FAMILY INTENDED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEED AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERIOR LOTS 3 THROUGH 33 AND LOTS 36 THROUGH 45. (ANY OTHER NON RESIDENTIAL USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3.- MINIMUM FINISHED FLOOR NOTED MINIMUM FINISH FLOOR ELEVATION SHALL BE 1.0' ABOVE THE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE OR DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE WILL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.- LEGEND o = DENOTES 1/2" IRON ROD FOUND SET WITH PLASTIC CAP STAMPED RPLS 4656, UNLESS OTHERWISE NOTED.

5.- THERE ARE NO WATER WELLS within 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.- MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
FRONT FOR GARAGE/CARPORT	19.00'
SIDE	10.00'
SIDE FACING STREET	10.00'
REAR	10.00'
SIDE CORNER TO MILE 5 NORTH ROAD	50.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER	

7.- DRAINAGE IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 90.7 ACRE-FEET (3,952,009 CUBIC-FEET) OF STORM WATER RUNOFF. DETENTION FACILITIES TO ACCOMMODATE THE DETENTION REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: ONCE STREET No. 3 FROM JANICE DRIVE IMPROVEMENTS.

8.- DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR IMPEDIMENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EXCLUSIVE SHALL BE NOTE CLAIM OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES NATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.

10.- R.L.N. No. 144,76.00 COTTON PICKER SPINDLE FOUND ON THE SOUTHEAST CORNER OF PROPOSED SUBDIVISION R.L.N.O. 88 DATON
R.L.N. No. 2= 176.36 SET 1/2" IRON ROD W/ CONE, MONUMENT LOCATED ON THE NORTHWEST CORNER OF LOT 59, R.L.N.O. 88 DATON

11.- ALL PUBLIC UTILITIES EXCLUSIVE TO SERVICING BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. SHOWN ON THIS PLAT DIMENSIONS AND DESIGNATED OTHERS THAN 15.00 FEET SHALL BE CONSIDERED AS ADDITIONAL EASEMENT WIDTH FOR EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.- AS PER ADMINISTRATIVE POLICY, IN THE EVENT THAT ANY RESIDENT'S A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINED THAT A LARGER WATER METER IS REQUIRED, THAN THE LOT WILL HAVE TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).

13.- LOTS 1, 34, 35, & 46 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MILE 5 NORTH ROAD.

14.- THE RESIDENTIAL LOTS SHOULD INCLUDE SIDEWALK BY A 3/4" LECTION.

15.- CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED TO THE EAST & WEST IN A FUTURE PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE EAST & WEST

16.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE
THIS SUBDIVISION SHALL HAVE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. ONLY ONE (1) SINGLE FAMILY RESIDENCE AND ONE (1) DOMESTIC SEWERAGE ONLY, A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTI-FAMILY USE.
B. EACH LOT ON THIS PLAT CONVEYED WITH THE MINIMUM 31,000 SQUARE FEET LOT AREA WITH PUBLIC WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS WHAT WE HEAD THOSE ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

17.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT CONCERNING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

18.- NO SIDEWALKS REQUIRED ON RESIDENTIAL LOTS; 5' SIDEWALKS MAY BE REQUIRED ON COMMERCIAL OR NONRESIDENTIAL BY THE COUNTY'S PLANNING DEPARTMENT DURING THE BUILDING PERMIT PROCESS FOR LOTS THAT HAVE FRONTAGE ON MILE 5 ROAD.

FSM, LIMITED
DBA THREE LLC
ITS GENERAL PARTNER
BY: ROBERT H. RUNNELS JR., VICE-PRESIDENT

18.- THE OWNER & SUBDIVIDER OF LAS ESTRELLAS SUBDIVISION III, HEREBY RESERVES AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS SHOWN ON THIS PLAT.

19.- ALL LOTS IN LAS ESTRELLAS SUBDIVISION III ARE HEREBY DEDICATED "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LAS ESTRELLAS SUBDIVISION III TO THE AREAS DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LOTS WITH DRAINAGE SWALE EASEMENTS ARE SUPPLIED AND UNDER THE TERMS OF THE PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (COUNTY) AND THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 (DRAINAGE DISTRICT) MAY ENFORCE THIS PLAT NOTE BY ILLUSTRATION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION, IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER FUNCTIONAL DUE TO THE CONSTRUCTION OF THE LOTS CONTAINED IN LAS ESTRELLAS SUBDIVISION III, BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, OR AN AGENCY OF THE STATE AND LOCAL AND REGULATORY, IS FULLY OPERATIONAL, AND ACTUALLY SERVICING ALL THE LOTS IN LAS ESTRELLAS SUBDIVISION III, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY AUTHORIZED TO RELEASE AND THE OWNERS OF LOTS IN LAS ESTRELLAS SUBDIVISION III, THE LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LAS ESTRELLAS SUBDIVISION III ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY, TO RELEASE THE DRAINAGE EASEMENT SURROUNDING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT BY WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

21.- LOTS 1, 34, 35, & 46 CAN BE RESIDENTIAL OR COMMERCIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A SHUTTER FENCE IS REQUIRED FOR COMMERCIAL OR MULTI-FAMILY LOTS TO BE INSTALLED BY DEVELOPER ALONG ALL ADJOINING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. HEALTH DEPARTMENT AND FIRE MARSHALL AREA REQUIRED PRIOR TO OCCUPYING THE LOT.

22.- AN OFF-STREET RUNNING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND MULTI-FAMILY LOTS. AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE FINALIZING OF A BUILDING PERMIT, THE DEVELOPMENT AND / OR LOT OWNER FOR FINAL CLEARANCES SHALL BE REQUIRED UNTIL THE SITE PLAN, DRAINAGE PLAN AND GRADE PLAN ARE APPROVED, AND REQUIRED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

23.- LOTS 1, 34, 35 & 46 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MILE 5 NORTH ROAD. IF THE ACCESS/DRIVEWAY LOTS ARE UTILIZED FOR COMMERCIAL USE AND HAVE GRADUAL FRONTAGE, THEN THE LOT OWNER SHALL BE REQUIRED TO INSTALL A SHUTTER FENCE ADJOINING ALL RESIDENTIAL LOTS AND ALONG MILE 5 NORTH ROAD (F.M. 676) TO PREVENT ACCESS ON TO LOT, LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 22 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

24.- A BUFFER FENCE WILL BE REQUIRED BETWEEN COMMERCIAL AND RESIDENTIAL LOTS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LAS ESTRELLAS SUBDIVISION III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20__.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LAS ESTRELLAS SUBDIVISION III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20__.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

REVISION NOTES

No.	Date	Revision	Init.	Approved

INDEX OF SHEETS

SHEET 1.- HEADING BLOCK LOCATION MAP AND SITE PRINTING, CURVE DATA, LINE DATA, AND SUBDIVISION PLAT AND DESCRIPTION, SURVEYOR'S CERTIFICATION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, PLAT APPROVAL AND ACKNOWLEDGMENTS, ALFONSO GUAJARDO, P.E. HIDALGO COUNTY ENGINEER'S CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 4 CERTIFICATION, PLANNING & ZONING COMMISSION ACKNOWLEDGMENT & CERTIFICATION, CITY OF MISSION CERTIFICATION OF APPROVAL, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATION, HIDALGO COUNTY HEALTH DEPARTMENT & CERTIFICATION, HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATION, & COUNTY CLERK'S FILING INFORMATION.

SHEET 2.- DIMENSIONS, INCLUDING DESCRIPTION OF WATER AND SANITARY SEWER POINT AND SUBDIVISION CORPORATION QUADRANT, AND LOT OF THE DEPARTMENT OF PUBLIC AND HEALTH DEPARTMENT CERTIFICATION, CONSTRUCTION GENERAL REVISION NOTES.

SHEET 3.- DIMENSIONS, INCLUDING DESCRIPTION OF DRAINAGE, AND LOT OF THE DEPARTMENT OF PUBLIC AND HEALTH DEPARTMENT CERTIFICATION, CONSTRUCTION GENERAL REVISION NOTES.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. MCINTYRE ST.
EDINBURG, TEXAS 78539
TELEPHONE NUMBER (956)383-4084
FAX (956)383-4087
TEXAS REGISTERED ENGINEERING FIRM F-469
TEXAS REGISTERED SURVEYING FIRM LS-100

PRINCIPAL CONTACTS:

	Address	City & Zip	Phone	Fax
OWNER:	FSM, LIMITED DBA THREE LLC ITS GENERAL PARTNER ROBERT H. RUNNELS JR., VICE-PRESIDENT	P.O. BOX 718	EDINBURG, TX 78540	(956)383-7005
ENGINEER:	ALFONSO GARCIMARRILLA	124 E. MCINTYRE ST.	EDINBURG, TX 78539	(956)383-4084
SURVEYOR:	ALFONSO GARCIMARRILLA	124 E. MCINTYRE ST.	EDINBURG, TX 78539	(956)383-4084

	(956)381-0917	
	(956)383-4087	(956)381-0917

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LAS ESTRELLAS SUBDIVISION III IS LOCATED IN WEST HIDALGO COUNTY; APPROXIMATELY 800.00 FEET WEST OF THE INTERSECTION OF MILE 5 NORTH ROAD AND MINNESOTA ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION POPULATION 77,058). LAS ESTRELLAS SUBDIVISION III, LIES THREE AND A HALF MILES FROM THE CITY LIMITS AND FALLS WITHIN THE CITY'S FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN POT. NO. 3

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

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: Garco, Ltd
By: Oscar L. Garza Jr., Vice- President

Address: 3910 W. Freddy Gonzalez Dr.

Edinburg, Texas 78539

Phone: (956) 383-6295

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Las Estrellas Subdivision III: a 28.01 acre tract of land being all of Lot 11, Nick Doffing Company Subdivision No. 2, and all of Lot 57 & 58 Nick Doffing Company Subdivision No. 3, Hidalgo County, Texas.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- [X] Subdivider
- [ ] Owner of lot in subdivision
- [ ] Resident of lot in a subdivision
- [ ] Entity that provides utility service

Garco, Ltd
Oscar L. Garza, Jr., Vice-President

Requesting Party (Signature)

10-3-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- [X] Deed
- [ ] Executory Contract
- [ ] Lease
- [ ] Rent Receipt
- [ ] Affidavit
- [✓] Other (describe) Copy of subd. 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:

3/14/12
Date

County Official

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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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:

Approved by Environmental Health:	Temporary Service	~~Final~~ Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Pre-Existing
Date Approved:	/ /	3/14/12

Name: Nancy Ramirez

Address: 1717 N. Inspiration
Mission, TX.

Phone: 956-344-1114

Water Supplier: SWSC

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

Account/ESI No.: N/A.

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Nancy Ramirez Subdivision, Lots 1-3,

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 1/31/12);

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 Nora DCalvo);

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 Joe DCalvo Nora DCalvo);

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

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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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: N114

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: SANTOS RAMIREZ

Address: 11717 N. INSPIRATION RD.
MISSION, TX 78574

Phone: 956-844-1114

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

LOTS 1, 2 AND 3, LOS RAMIREZ SUBDIVISION, HIDALGO COUNTY, TEXAS

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 2/2/12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ____ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Copy of Subd. 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:

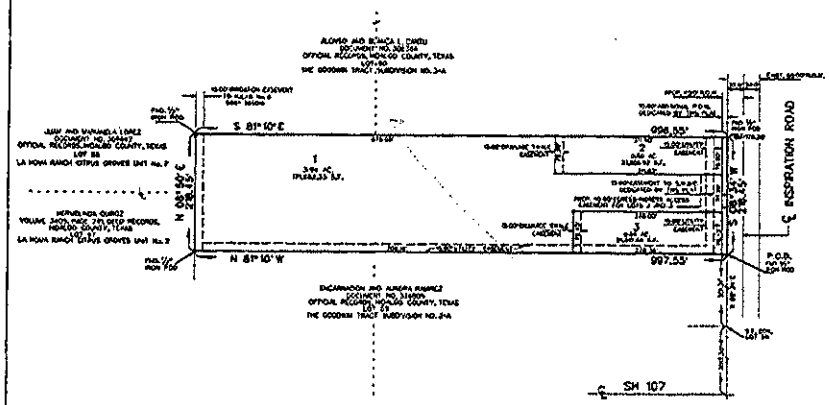
2/2/12
Date

County Official

MEP

LOS RAMIREZ SUBDIVISION

A 5.00 ACRE TRACT OF LAND OUT OF LOTS 59 AND 60, THE GOODWIN TRACT SUBDIVISION No. 3-A AND OUT OF LOTS 57 AND 58, LA HOMA RANCH CITRUS GROVES UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 6, PAGE 58, AND VOLUME 8, PAGE 8, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2034789, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



SCALE 1" = 100'

NOTES AND BOUNDS

A 5.00 ACRE TRACT OF LAND OUT OF LOTS 59 AND 60, THE GOODWIN TRACT SUBDIVISION No. 3-A AND OUT OF LOTS 57 AND 58, LA HOMA RANCH CITRUS GROVES UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 6, PAGE 58, AND VOLUME 8, PAGE 8, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2034789, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 58, AND THE WEST R.O.W. LINE OF INSPIRATION ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT, AND ROD BEARS, N 08°50'E 659.31 FEET FROM THE SOUTHEAST CORNER OF LOT 58;

THENCE N 81°10' W, A DISTANCE OF 997.55 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 08°50' E, A DISTANCE OF 218.45 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 89°50' E, A DISTANCE OF 996.55 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 60 AND THE WEST R.O.W. LINE OF INSPIRATION ROAD FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 08°50' W, ALONG THE WEST LINE OF LOTS 59 AND 60 AND THE WEST R.O.W. LINE OF INSPIRATION ROAD A DISTANCE OF 218.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
DATED THIS 19th DAY OF September, 2011

PRESIDENT _____ DATE 9/6/11

ATTEST: _____ SECRETARY DATE 9/6/11

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS RAMIREZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROAD OF WAY DEPARTMENT ON _____

HIDALGO COUNTY ROAD OF WAY DIRECTOR _____ DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS RAMIREZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE LOS RAMIREZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 20__.

_____ HIDALGO COUNTY JUDGE DATE

ATTEST: _____ HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, SANTOS RAMIREZ OWNER OF THE 5.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "LOS RAMIREZ SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.033 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE METERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

_____
OWNER SANTOS RAMIREZ
ADDRESS 4019 N INSPIRATION ROAD
MISSION, TEXAS, 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED SANTOS RAMIREZ PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF September, 2011

LEONOR ARMATA
NOTARY PUBLIC, STATE OF TEXAS

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009 (c) AND § 212.0115(b)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS RAMIREZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON _____, 2011

_____ MAYOR OF THE CITY OF MISSION DATE

ATTEST: _____ SECRETARY OF THE CITY OF MISSION DATE

THIS PLAT OF LOS RAMIREZ SUBDIVISION WAS SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS THE 29th DAY OF December, 2011

_____
CHAIRMAN

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____ 9/13/11
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2400 W. DAVIS
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REGISTERED A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ 9/13/11
ENGINEER
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 6TH STREET
DONNA, TEXAS 78537

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION APPARENTLY BEGIN WITH THE MINIMUM STANDARDS THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE PROPOSED DRAINAGE PLANS ARE ADEQUATE FOR ANY PURPOSE. THE APPROVAL OF THESE PLANS IS CONDITIONED ON ORDINARILY ACCEPTED ENGINEERING CRITERIA IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

_____

DATE OF PREPARATION JULY 07, 2011

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 6TH STREET
DONNA, TEXAS 78537
PH. (956) 464-0398
FIRM NO. F-9030
E-MAIL: NAINENGINEERING@YAHOO.COM

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	SANTOS RAMIREZ	4019 N. INSPIRATION RD	MISSION, TEXAS 78574	(956) 424-4027
ENGINEER:	NAIN ENGINEERING, L.L.C.	526 NORTH 6TH	DONNA, TEXAS 78537	(956) 464-0398
SURVEYOR:	HOMERO L. GUTIERREZ	2400 W. DAVIS	MISSION, TEXAS 78572	(956) 585-5478

GENERAL NOTES:

1. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 50.00 FEET
REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
GARAGE/CARPORT: 20 FEET EACH SIDE OF DRIVE
2. MINIMUM FINISHED FLOOR NOTES:
MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET.
18" ABOVE NATURAL GROUND WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE BY THE FEMA FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ● =DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○=DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
A =DENOTES MAG FOUND UNLESS OTHERWISE NOTED.
4. BENCHMARK: ELEVATION 478.360 ½" IRON ROD AT THE NORTHEAST CORNER OF THIS SUBDIVISION
5. FLOOD ZONE DESIGNATION: ZONE "C"
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
C.P.N. 480334 0160 D
MAP REVISED: JUNE 6, 2000.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE SOUTHERN FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY ORDINANCES, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF ±.00FT. CUBIC FEET ±.00 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (CHECK ONE)
FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE SOUTH SIDE OF LOTS 2 AND 3.
LOT 1=8,573.2 CF = 0.2058 ACRE-FEET
LOT 2= 1,104.00 CF= 0.0263 ACRE-FEET
LOT 3= 1,104.00 CF= 0.0253 ACRE-FEET
FOR THIS DEVELOPMENT WILL BE ACCOMPLISHED BY USING THE DETENTION AREA LOCATED WITHIN THE ADJACENT SUBDIVISION TO THE SOUTH.
7. NO SUBSTRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EMBANKMENTS SHALL BE KEPT CLEAR OF TREES, BUSHES, SHEDS, SWIMMING TANKS, AND OTHER PLANTINGS (EXCEPT GRASS, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, VINES, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT IMPEDE MAINTENANCE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENTS.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OWNER WHO SHALL PERFORM PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
9. DRAINAGE SHALL EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SHALL EASEMENT. EACH DRAINAGE SHALL EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE CALCULATION OF THE DRAINAGE SHALL EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SHALL.
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE REQUEST SHALL BE SUBMITTED FOR COMMERCIAL USES AND MULTI-FAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. ONLY SYSTEM DESIGNS ACQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND ENGINEER MAY BE ALSO REQUIRED TO SUBMIT FOR THIS SUBDIVISION AS REQUESTED BY THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER MAY BE REQUIRED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION FIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLOT PLANS PRIOR TO OCCUPYING A LOT.
F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF'S LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANKS
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
12. OWNERS WANTING THE OWNER A SUBDIVISION OF LOS RAMIREZ SUBDIVISION RESERVE AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
13. EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MINIMUM SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND OWNER(S) ACKNOWLEDGE THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANT IN EASEMENT.
15. ON-SITE STREET PARKING NOT SPECIFIED ON THIS PLAT'S DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND/OR PLOT PLAN HAS BEEN APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
17. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT, A SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED THAN THE SIZE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE USAGE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.
18. ALL LOTS IN LOS RAMIREZ SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SHALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LOS RAMIREZ SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SHALE" AND GIVES THE COUNTY OF LOS RAMIREZ SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESCRIBED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SHALES. THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENABLE TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE WAYS DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS CONTAINED LOS RAMIREZ SUBDIVISION BECAUSE AN ALTERNATIVE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL OF THE LOTS IN LOS RAMIREZ SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY TAKE EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LOS RAMIREZ SUBDIVISION, ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY(S), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SHALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
19. NO MORE THAN 4 LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM INSPIRATION ROAD ON TO LOTS 2 THROUGH 3. A 40.00 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1-2 AND 3 TO PROVIDE ACCESS AND EGRESS FROM INSPIRATION ROAD.
20. NO SIDEWALK IS REQUIRED ALONG INSPIRATION ROAD.

LOCATION MAP

SCALE 1" = 2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS RAMIREZ SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED APPROXIMATELY HIDALGO COUNTY, ON THE WEST SIDE OF N INSPIRATION / SHALLOW FEET NORTH OF SH 107. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION. POPULATION OF 68,000 + 2010 CENSUS. LOS RAMIREZ SUBDIVISION LIES WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

NO.	DATE	REVISION	BY	APPROVED

SHEET 1 OF 3

INDEX TO SHEET OF LOS RAMIREZ SUBDIVISION

—	HEADING / INDEX, LOCATION MAP AND PLAT (ORIGINAL CONTRACT)
SHEET 1	PLAT WITH LOTS, DRAINAGE AND EASEMENT DESCRIPTION, LOT DESCRIPTION, CURVE AND ADDITIONAL SURVEYOR'S AND ENGINEER'S NOTES, LEGEND, ABBREVIATIONS, CERTIFICATIONS AND ACKNOWLEDGEMENTS, DEDICATION, IDENTIFICATION AND ATTESTATION, COUNTY APPROVAL
—	CERTIFICATES, COUNTY CLERK'S RECORDING, CERTIFICATES, HIDALGO COUNTY ELECTRIC AUTHORITY, OWNER'S DESCRIPTION OF LOCATION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY AND DESIGNATE THE PRECINCT IN WHICH THE SUBDIVISION IS LOCATED, CERTIFICATIONS AS TO INSPECTION DISTRICTS NO. 6 CERTIFICATION OF IRRIGATION DISTRICT NO. 6 CERTIFICATION OF APPROVAL BY COUNTY ROAD OF WAY DIRECTOR AND HEALTH DEPARTMENT
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITIES, ENGINEERING REPORT, INSTALLATION AND SPRINKLER REQUIREMENTS, INCLUDING DESCRIPTION OF WATER AND WASTE WATER ENGINEER'S CERTIFICATION, REGULATIONS AND SPECIFICATIONS
—	TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION,
—	ATTESTATION
SHEET 3	DRAINAGE PLANS, INCLUDING DESCRIPTION OF DRAINAGE AND NOTES, MISC. NOTES, DEVELOPER'S AND ENGINEER'S CERTIFICATION, DISCLOSURE AND ENGINEER'S AND SURVEYOR'S CERTIFICATIONS, REVISION NOTES, CONSTRUCTION DETAILS

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:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Pre-Existing
Date Approved:	/ /	3 / 14 / 12

Name: Norberto Salinas

Address: 500 E. 9th St.
Mission, TX.

Phone: 956-584-5555

Water Supplier: NAWSC

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

Account/ESI No.:

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Palos Reyes No. 2 Lots 1-41,

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 1/31/12);

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 Nora DeLaRosa);

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 Nora DeLaRosa);

Planning Department Authorized Signature

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
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: Palos Rojos Subdivision No. 2
Norberto Salinas, President

Address: 500 E. 9th Street

Mission, Texas 78572

Phone: (956) 584-5555

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

A 30.02 Acre Tract of land being all of Farm Tract 263, West and Adams Subdivision, Hidalgo County, Texas. Palos Rojos No. 2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) 3/17/2011 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- X Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Copy of subd. 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:

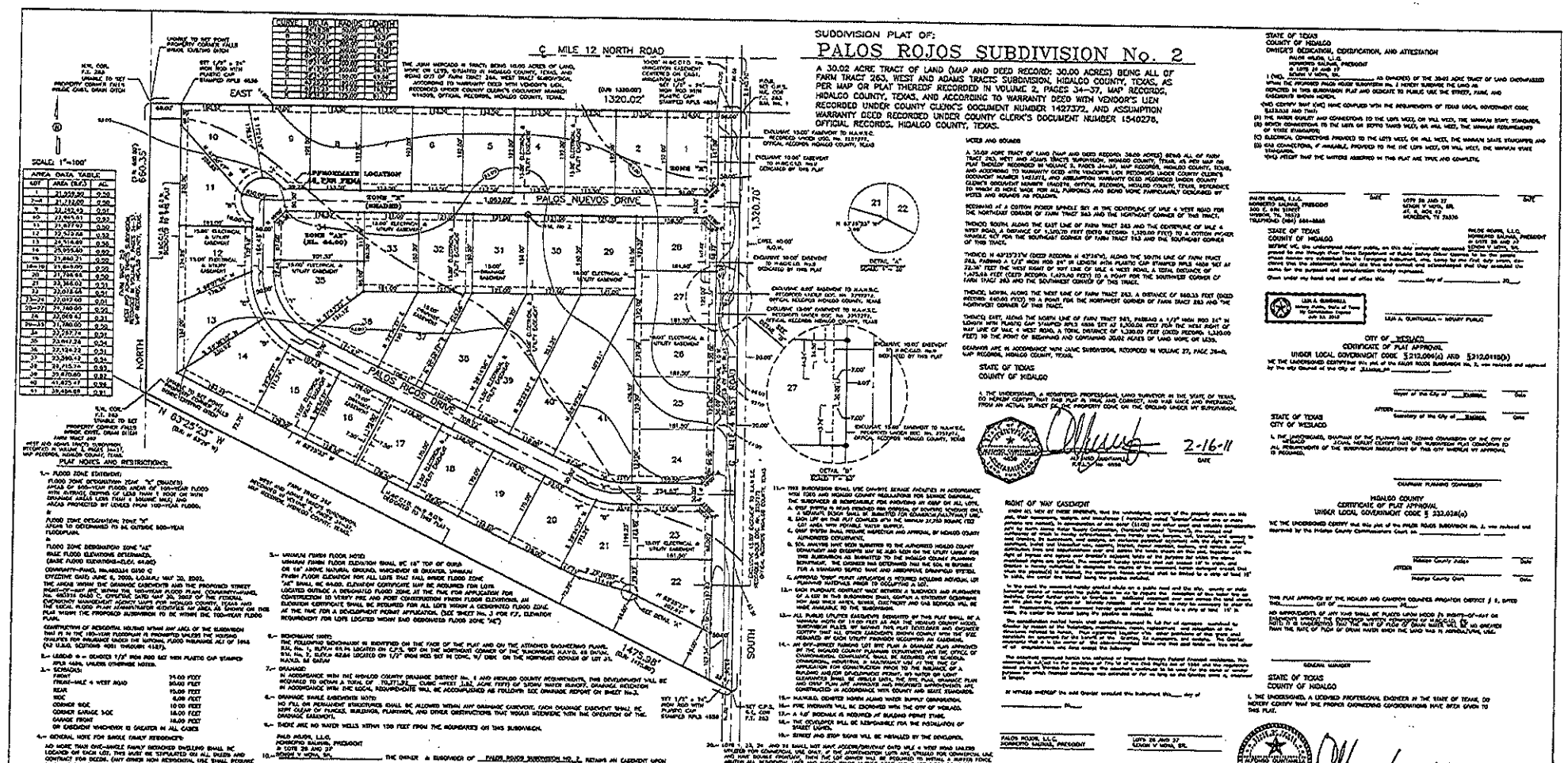
3/14/12
Date

Nora D Cavazos
County Official

SUBDIVISION PLAT OF:

PALOS ROJOS SUBDIVISION No. 2

A 30.02 ACRE TRACT OF LAND (MAP AND DEED RECORD: 30.00 ACRES) BEING ALL OF FARM TRACT 263, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1427372, AND ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1540276, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	20.00'	31.42'
C2	90°00'00"	20.00'	31.42'
C3	90°00'00"	20.00'	31.42'
C4	90°00'00"	20.00'	31.42'
C5	90°00'00"	20.00'	31.42'
C6	90°00'00"	20.00'	31.42'
C7	90°00'00"	20.00'	31.42'
C8	90°00'00"	20.00'	31.42'
C9	90°00'00"	20.00'	31.42'
C10	90°00'00"	20.00'	31.42'
C11	90°00'00"	20.00'	31.42'
C12	90°00'00"	20.00'	31.42'

AREA DATA TABLE		
LOT	AREA (SQ.FT.)	AC.
1	21,259.20	0.28
2-4	21,732.00	0.50
5	22,254.59	0.51
6-8	22,869.51	0.53
11	21,827.93	0.50
12	22,572.66	0.52
13	24,514.49	0.56
14	25,955.60	0.60
15	21,880.31	0.50
16-19	21,649.00	0.50
20	21,758.66	0.50
21	22,168.02	0.51
22	22,018.68	0.51
23-24	22,012.60	0.51
25-27	21,760.00	0.50
28	22,064.42	0.51
29-33	21,760.00	0.50
34	22,727.74	0.52
35	23,967.24	0.55
36	22,194.29	0.51
37	23,260.12	0.53
38	28,715.74	0.65
39	39,870.60	0.92
40	41,675.97	0.96
41	39,434.68	0.91

PLAT NOTES AND RESTRICTIONS:

1.— FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
&
FLOOD ZONE DESIGNATION ZONE "X"
AREAS TO BE DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
&
FLOOD ZONE DESIGNATION ZONE "AE"
BASE FLOOD ELEVATIONS DETERMINED.
(BASE FLOOD ELEVATIONS=44.00, 44.00)
COMMUNITY-PANEL NO.480334 0250 C
EFFECTIVE DATE: JUNE 6, 2000; L.O.M.R.: MAY 30, 2002.
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHTS-OF-WAY, WITHIN THE 100-YEAR FLOOD PLAIN, COMMUNITY-PANEL NO. 480334 0250 C, EFFECTIVE DATE: MAY 30, 2002 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY RULES FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR ESTIMATES AN AREA AS SHOWN ON THIS PLAT WHERE THE PROPOSED BUILDING PAD IS TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY LOT OR OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE OWNER QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4128).

2.— LEGEND ● — DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4836, UNLESS OTHERWISE NOTED.

3.— SCHEDULE:

FRONT	19.00 FOOT
FRONT—MILE 4 WEST ROAD	50.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
CORNER SIDE	10.00 FEET
CORNER GARAGE SIDE	18.00 FEET
GARAGE FRONT	18.00 FEET
OR GARAGE ENCHROMENT IS GREATER IN ALL CASES	

4.— GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. ANY OTHER NON RESIDENTIAL USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.— MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. MINIMUM FINISH FLOOR ELEVATION FOR ALL LOTS THAT FALL WITHIN FLOOD ZONE "AE" SHALL BE 44.00. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION. (SEE SHEET No. 3 FOR F.F. ELEVATION REQUIREMENT FOR LOTS LOCATED WITHIN SAID DESIGNATED FLOOD ZONE "AE")

6.— BENCHMARK (BM'S):
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
"A1" SHALL BE 44.00. ELEVATION BENCHMARK "A1" IS LOCATED ON C.P.S. 90' ON THE NORTHEAST CORNER OF THE INTERSECTION OF MILE 4 WEST ROAD AND STATE HIGHWAY 83 (EXPRESSWAY), 83 FT. N. & 51.5 FT. W. OF THE CENTERLINE OF MILE 4 WEST ROAD, 16 FEET EAST OF THE EAST EDGE OF PAVEMENT OF MILE 4 WEST ROAD, 0.5 FEET SOUTH OF A FENCE CORNER, 9.1 FEET NORTH OF A POWER POLE #3, 51.5 FEET WEST OF A POWER POLE #4, 1/2" DIA. STEEL ROD WITH ALUMINUM CAP STAMPED "A1" 1994 No. 2, ELEV.= 52.63 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISC ON THE NORTHWEST CORNER OF LOT 21, MANUEL M. BATAW

7.— DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 70.7 L.U.E. (ONE L.U.E. EQUALS FIFTEEN (15) HUNDRED SQUARE FEET) OF STORM WATER RUNOFF DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS INDICATED ON SHEET No.3.

8.— DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE SWALES.

9.— THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

PALOS ROJOS, L.L.C.
NORBERTO SALINAS, PRESIDENT
& LOTS 28 AND 37

10.— ROBERT V. VELA, SR. THE OWNER & SUBDIVIDER OF PALOS ROJOS SUBDIVISION NO. 2, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED SEEP ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

11.— THIS SUBDIVISION SHALL USE CENTRAL SEWAGE FACILITIES IN ACCORDANCE WITH THE TEXAS WATER DEVELOPMENT BOARD RULES FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR INSURING AN ORDER ON ALL LOTS.
A. ONLY SYSTEMS IN NEWLY PERMITTED AND APPROVED BY COUNTY(S) WITHIN WHICH THEY ARE LOCATED AND WHICH ARE OF ADEQUATE SIZE AND DESIGN TO TREAT AND DISPOSE OF ALL SEWAGE FROM THE PREMISES SERVED ARE PERMITTED.
B. EACH LOT ON THE PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. ONLY SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED OFFICIALS.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EVIDENCE MAY BE ALSO SEEN ON THE UTILITY LABELS FOR THIS SUBDIVISION AS APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION DRAINFIELD SYSTEM.
E. APPROVED "ORDER" PERMIT APPLICATION IS REQUIRED BUILDING INSPECTOR, OR HIDALGO COUNTY HEALTH DEPARTMENT.

12.— EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING THE WATER AND SEWER FACILITIES TO BE PROVIDED AND WHETHER THEY ARE MADE AVAILABLE TO THE SUBDIVISION.

13.— ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN THE PUBLIC STREET RIGHT OF A MINIMUM WIDTH OF 19.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. IN ADDITION TO THE UTILITIES LISTED ABOVE, THE COUNTY MAY ALLOW OTHER SUBDIVISION ENTITY COMPLY WITH THE STATE REQUIRED FOR UNDER FLOOR UTILITY DUCTS.

14.— AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL, INDUSTRIAL USES AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT TO THE ISSUANCE OF A BUILDING PERMIT OR APPROVAL BY HEALTH OR USE/OCCUPANCY CLEARANCES BY BUILDING OFFICIAL. THE SITE PLAN AND DRAINAGE PLAN SHALL BE APPROVED AND PROPERLY IMPLEMENTED. SITE CONSTRUCTION IN ACCORDANCE WITH APPROVED PLANS.

15.— HANDICAP CURBING WITH RAMPS WATER SUPPLY CONSERVATION.

16.— FIRE HYDRANTS WILL BE INSPECTED WITH THE CITY OF WESLACO.

17.— A 5.0' SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE.

18.— THE DEVELOPER WILL BE RESPONSIBLE FOR THE INSTALLATION OF SIGNS.

19.— STREET AND STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

20.— LOTS 1, 23, 24, AND 25 SHALL NOT HAVE ACCESS/DRIVEWAY CUTS INTO MILE 4 WEST ROAD UNLESS APPROVED BY COMMERCIAL USE ONLY, AT THE AUTHORIZATION LOTS ARE UTILIZED FOR COMMERCIAL USE AND NOT RESIDENTIAL PURPOSES, THEN THE LOT OWNER WILL BE REQUIRED TO INSTALL A REMOVABLE BERM WITH ALL RESIDENTIAL LOTS AND THOSE PALOS ROJOS DRIVE AND PALOS PICOS DRIVE TO KEEP TRAFFIC FLOW INTO NOT LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 14 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

21.— A 6.0' DRAINAGE FENCE SHALL BE INSTALLED ALONG THE EAST & WEST SIDES OF THE DRAIN OPEN R.O.W. FOR LOTS 19 THRU 22 OF LOT OWNERS AT BUILDING PERMIT STAGE.

22.— A SPECIAL DESIGN IS REQUIRED FOR ALL GRIP SYSTEMS LOCATED IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS
1. ANCHORING OF SEPTIC TANKS.
2. BACK FLOW VALVES.
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

23.— GRIP SHALL BE LOCATED NOT LESS THAN 100 FEET FROM WELLS AND NOT LESS THAN 50 FEET FROM ANY PROPERTY LINE.

24.— NO STRUCTURE SHALL BE CONSTRUCTED ON EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SPRUCE TREES, AND OTHER OBSTRUCTIONS (EXCEPTING LOW TREES, SHRUBS, FLOWER BEDS, GARDEN GOODS, CROPS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE EASEMENTS.

25.— NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 21 AND LOTS 26 THROUGH 41

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, and designated as Palos Rojos Subdivision No. 2, a subdivision of one (1) mile and one-half mile section line roads, Hidalgo County, Texas, hereby dedicate to the public, in fee simple, all streets, alleys, parks, water courses, drains, easements, and public places thereon shown for the purposes and considerations therein expressed; and do hereby bind themselves, their heirs, executors and assigns to warrant and forever defend the title to the land so dedicated. Fee simple title to all roadways and alleys is dedicated to the public, with the right of ingress and egress over grantor's adjoining land for the purpose of constructing and maintaining the roadways and alleys. Title to the easements and rights-of-way for drainage ditches, canals, and floodways is dedicated to the public, with the right of ingress and egress over grantor's adjoining land for the purpose of constructing and maintaining the ditches, canals, and floodways. Grantor's adjoining land shall be limited to a strip of land 15' in width, on either side thereof.

In the event the easements hereby granted should result in a public road and the title, security or public convenience thereof, the grantor agrees to dedicate, upon request of the proper authorities, a strip of land sufficient to make the road of the required width, and grantor does hereby bind himself, his heirs, executors and assigns to warrant and forever defend the title to the land so dedicated.

The undersigned hereby binds and covenants himself, his heirs, executors and assigns to construct the roadways and alleys in accordance with the specifications of Hidalgo County, Texas, in force at the time of construction, and to maintain the roadways and alleys until they are accepted for maintenance by the proper authorities of Hidalgo County, Texas.

The undersigned hereby binds and covenants himself, his heirs, executors and assigns to construct the water and sewer lines in accordance with the specifications of the Texas Water Development Board in force at the time of construction, and to maintain the water and sewer lines until they are accepted for maintenance by the proper authorities of Hidalgo County, Texas.

The undersigned covenants herein and reserves to himself, his heirs, executors and assigns, this easement is not to the exclusion of any of the other rights of ownership of the property by the undersigned, but is dedicated subject to the limitations and uses set forth herein and to the rights of the public, the County of Hidalgo, and any governmental agency.

IN WITNESS WHEREOF the said Grantor executed this instrument this ____ day of _____, A.D.

_____
PALOS ROJOS, L.L.C.
NORBERTO SALINAS, PRESIDENT

_____
LOTS 28 AND 37
ROBERT V. VELA, SR.

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR PALOS ROJOS SUBDIVISION NO. 2 COMPLY WITH THE DRAINAGE ORDINANCE OF THE DISTRICT ADOPTED UNDER H.C.D.D. ORD. NO. 81-11-01, THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE PLANS ARE ADEQUATE TO PROTECT PROPERTY WITHIN THE SUBDIVISION FROM FLOODING. ADEQUATE DRAINAGE FACILITIES ARE APPLICABLE FOR THE DEVELOPMENT OF THE SUBDIVISION AND ITS DRAINAGE TO HAVE THESE DOCUMENTATIONS.

INDEX OF SHEETS

SHEET 1.— VICINITY MAP, LOCATION MAP AND ITS PRINCIPAL CONTACTS; MAP (OR) LOCATION AND BOUNDARY LAYOUT DESCRIPTION; NOTES AND RESTRICTIONS; SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS CONTINUED; CERTIFICATION; JURISDICTION CITY APPROVAL; CITY COUNCIL; COUNTY OF HIDALGO COUNTY ROAD; CERTIFICATION AND SEAL OF SURVEYOR; CERTIFICATION HOLDER ENGINEER (CONTINUED) NO.4 A.; No. 1 CERTIFICATION HOLDER AND ENGINEER COUNTY RECORDER (CONTINUED) No. 5 ELEVATION'S RECORDS.

SHEET 2.— NOTES DISTRIBUTION AND SANITARY SEWER (SEEP) TAX; CERTIFICATION; PLANNING AND ZONING COMMISSION; CITY OF WESLACO AND ENGINEER VERSUS SURVEYOR CERTIFICATE; A STATEMENT COUNTY CLERK'S RECORDING CERTIFICATE.

SHEET 3.— DRAINAGE, STREET ALIGNMENT, DESCRIPTION OF BOUNDARY, MAP OF TOPOGRAPHY AND DRAINAGE, LOT CONFIGURATION; CERTIFICATION CONSTRUCTION DETAILS, REVISION NOTES; COUNTY CLERK'S RECORDING CERTIFICATE.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

PALOS ROJOS SUBDIVISION, IS LOCATED IN THE EAST HIDALGO COUNTY ON THE WEST SIDE OF MILE 4 WEST ROAD AND AT APPROXIMATELY 2,640.00 FEET NORTH OF MILE 12 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IN THE CITY OF WESLACO ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 34,870). PALOS ROJOS SUBDIVISION, LIES APPROXIMATELY 1 1/2 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PRECINCT No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER	PALOS ROJOS, L.L.C. NORBERTO SALINAS, PRESIDENT	500 E. 6TH. ST.	HIDALGO, TX. 78572	(956)565-5555	
OWNER	LOTS 28 AND 37 ROBERT V. VELA, SR.	ST. & BOX #2	WESLACO, TX 78570	(956)565-4440	
ENGINEER	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-4180	381-0527
SURVEYOR	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-4180	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS — LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
(956) 381-4180 FAX (956) 381-0527

REVISION NOTICE

No.	Date	Revised	Init.	Checked

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

PALOS ROJOS, L.L.C.
NORBERTO SALINAS, PRESIDENT
& LOTS 28 AND 37
ROBERT V. VELA, SR.

I (WE), ____, OWNER(S) OF ____ AS OWNER(S) OF THE 30.02 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PALOS ROJOS SUBDIVISION No. 2 HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

I (WE) CERTIFY THAT I (WE) HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE SUBTITLE (AND TITLE):

(1) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MADE, OR WILL MADE, THE MINIMUM STATE STANDARDS;
(2) SEWER CONNECTIONS TO THE LOTS OR BOTH TAKING MADE, OR WILL MADE, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(3) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MADE, OR WILL MADE, THE MINIMUM STATE STANDARDS;
(4) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MADE, OR WILL MADE, THE MINIMUM STATE STANDARDS.

I (WE) ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE _____

PALOS ROJOS, L.L.C.
NORBERTO SALINAS, PRESIDENT
500 E. 6TH. STREET
HIDALGO, TX. 78572
TELEPHONE (956) 565-5555

LOTS 28 AND 37
ROBERT V. VELA, SR.
ST. & BOX #2
WESLACO, TX 78570

DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

PALOS ROJOS, L.L.C.
NORBERTO SALINAS, PRESIDENT
& LOTS 28 AND 37
ROBERT V. VELA, SR.

BEFORE ME, the undersigned notary public, on this day personally appeared ____ proved to me through their Texas Department of Public Safety Driver Licenses to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and that said instrument was executed and acknowledged that they executed the same as the act of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 20__.

LEIA A. GUINTANILLA
Notary Public, State of Texas
My Commission Expires
JULY 23, 2012

LEIA A. GUINTANILLA — NOTARY PUBLIC

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.006(a) AND §212.0115(b)

WE THE UNDERSIGNED certify that this plat of the PALOS ROJOS SUBDIVISION No. 2, was reviewed and approved by the city Council of the City of WESLACO on _____.

Mayor of the City of _____ Date

ATTEST: Secretary of the City of _____ Date

STATE OF TEXAS
CITY OF WESLACO

I, the undersigned, Chairman of the Planning and Zoning Commission of the City of WESLACO, hereby certify that this "SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS of the SUBDIVISION REGULATIONS of this CITY WHEREIN IT APPROVAL IS REQUIRED.

_____ Chairman Planning Commission

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the PALOS ROJOS SUBDIVISION No. 2, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ Hidalgo County Judge Date

ATTEST: _____ Hidalgo County Clerk Date

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT # 9, DATED THIS ____ DAY OF _____, A.D. _____.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON WOOD TO PROPERTY—NAY OR WITHIN 5 YEARS AFTER THE FILING OF THIS PLAT WITHOUT THE APPROVAL OF HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT # 9, NO WATER FROM THE RATE OF FLOW OF DRAIN WHICH THE LAND WAS IN AGRICULTURAL USE.

_____ GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, the undersigned, a licensed professional engineer in the state of texas, do hereby certify that the proper engineering considerations have been given to this plat.

ALFONSO QUINTANILLA
P.E. No. 85924

1-10-12
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, the undersigned, certify that this plat of PALOS ROJOS SUBDIVISION No. 2 was reviewed and approved by the HIDALGO COUNTY HEALTH DEPARTMENT on _____.

_____ ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

BY: _____ DEPUTY

SHEET	PLOTTED	DRAWN	CHECKED	APPROVED
1 OF 3	1-10-12	LC		
JOB NO. 2011	FILE NO.	CHECKED BY		APPROVED BY

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Sewer

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: Richard Garza
Garco management

Address: 3910 w. Freddy Gz.
Edinburg TX.

Phone: 956-383-6095

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	03 / 14 / 12

Water Supplier: NAWSC

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

Account/ESI No.: _____

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Mandalay Bay Phase 1, Lots 1-50,

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 3/14/12);

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 Nora Garza);

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

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

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

_____
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
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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: Richard A. Garza
President of Garco Management LLC
Partner of Garco, Ltd.

Address: 3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

Phone: (956) 383-6295

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Mandalay Bay Subdivision Ph.I: A 8.96 acre tract of land (Map Records: 18.00 Acres) being all of Lots 8 and 9, Block 15, Santa Cruz Gardens Unit No.2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28 and 29, maps records, Hidalgo County, Texas, and according to Special Warranty Deed Recorded under County Clerk's Document Number 1260911, official records, Hidalgo County, Texas.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Richard A. Garza
President of Garco Management LLC
Partner of Garco, Ltd

Requesting Party (Signature)

8/17/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

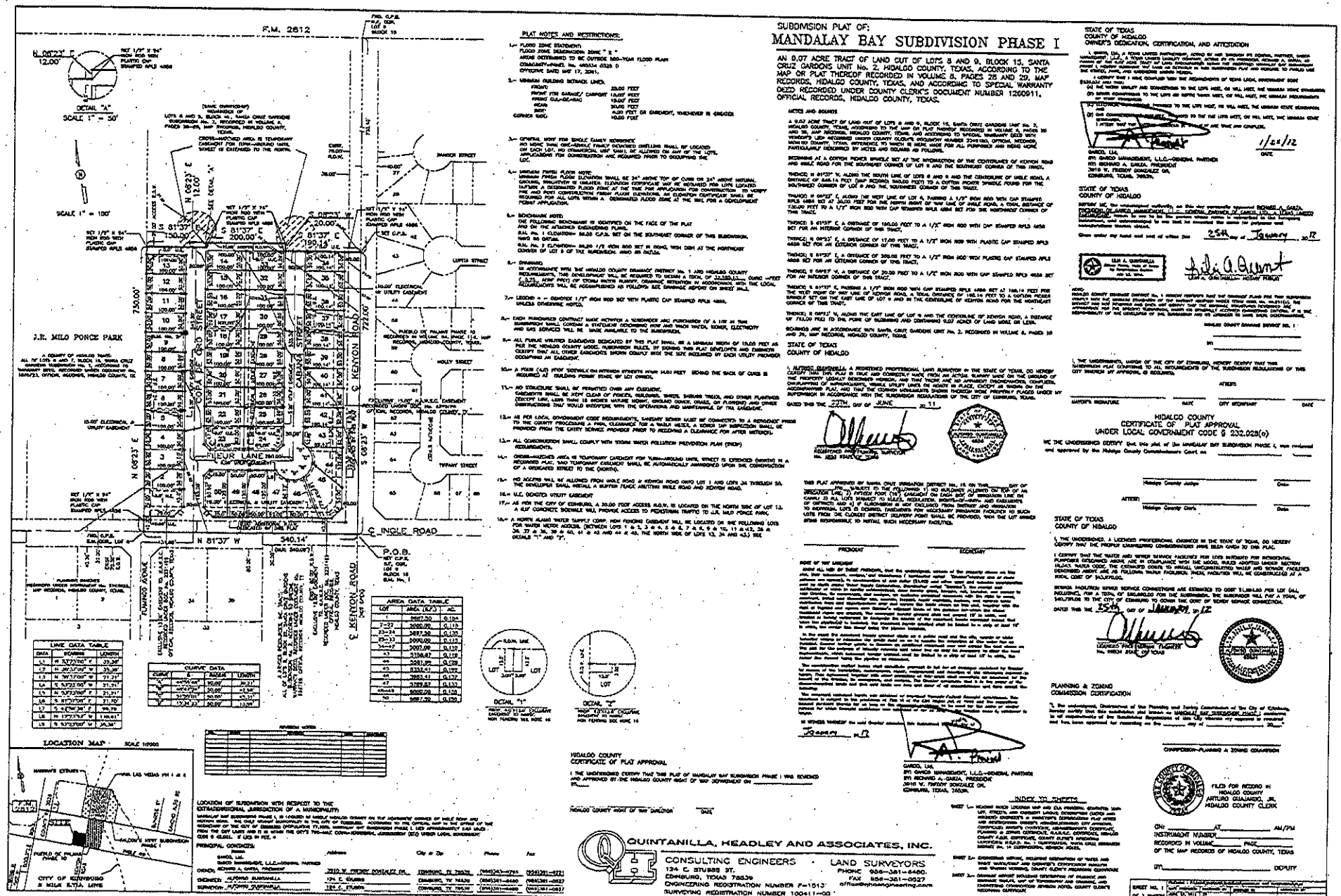
- X Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Copy of auld. plat

This part to be filled out by receiving county official:

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

3/14/12
Date

Maria D Cavazos
County Official



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREA DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN
COMMUNITY No. 480334 0325 D
EFFECTIVE DATE MAY 17, 2001.

2.– MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00 FEET
FRONT FOR GARAGE/ CARPORT 18.00 FEET
FRONT GAZEBO/PATIO 15.00 FEET
REAR 20.00 FEET
SIDE: AS PER CITY OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET

3.– OFFICIAL NOTE FOR SINGLE FAMILY RESIDENCE:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY OF THE LOTS. ANY EXCEPTIONS FOR DEMOSTRATION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED PARTIALLY A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FINE AND POINT CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 94.00 C.P.S. SET ON THE SOUTHEAST CORNER OF THIS SUBDIVISION, NAVD 88 DATUM.
B.M. No. 2 ELEVATION= 94.80 1/2" IRON ROD SET IN CONC. WITH DISH AT THE NORTHEAST CORNER OF LOT 5 OF THE SUBDIVISION. NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32,583 L.F. (0.75 ACRE FEET) OF STORM WATER RUNOFF. ORIGINAL CONSTRUCTION OF DETENTION IN ACCORDANCE WITH THE LOCAL REGULATIONS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT FOR ON STREET SPILL.

7.– LEGEND = ⊙ DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4858, UNLESS OTHERWISE NOTED.

8.– EACH HOMEOWNER CONTRACT MADE WITH/FOR A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DISCLOSING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.– ALL PUBLIC UTILITIES EASEMENTS INDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 10.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER COVENANT AND WARRANT THAT ALL OTHER EASEMENTS SHOWN CORRECTLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER COMPANY AN EASEMENT.

10.– A FOUR (4.0) FOOT SIDEWALK ON INTERIOR STREETS (LESS THAN 14.00 FEET BEING THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE OF LOT OWNER.

11.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, TREES, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LAW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12.– AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A WASTEWATER TREATMENT SYSTEM APPROVED BY THE COUNTY PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A BOARD TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

13.– ALL SUBDIVISION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

14.– CROSS–HATCHED AREA IS TEMPORARY EASEMENT FOR TURN–AROUND UNTIL STREET IS EXTENDED (NORTH) IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE (NORTH).

15.– NO ACCESS WILL BE ALLOWED FROM WHILE ROAD & KENYON ROAD ONTO LOT 1 AND LOTS 34 THROUGH 50. THE DEVELOPER SHALL INSTALL A BUFFER FENCE ABUTTING WHILE ROAD AND KENYON ROAD.

16.– U.E. DENOTES UTILITY EASEMENT

17.– AS PER THE CITY OF EDINBURG, A 20.00 FOOT ACCESS R.O.W. IS LOCATED ON THE NORTH SIDE OF LOT 13. A 4.00' CONCRETE SIDEWALK SHALL PROVIDE ACCESS TO PEDESTRIAN TRAFFIC TO J.R. MILO PONCE PARK.

18.– A NORTH ALAMO WATER SUPPLY CORP. HIGH PRESSURE EASEMENT SHALL BE LOCATED ON SAID FOLLOWING LOTS FOR WATER METER ACCESS. (BETWEEN LOTS 1 & 2, 2 & 3, 3 & 4, 5 & 6, 7 & 8, 9 & 10, 11 & 12, 28 & 29, 27 & 30, 39 & 40, 41 & 42 AND 44 & 45. THE NORTH SIDE OF LOTS 13, 34 AND ALL) SEE DETAILS "1" AND "2".

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 87°23'00" E	35.36'
L2	N 46°37'00" W	35.36'
L3	N 46°37'00" W	21.21'
L4	N 43°23'00" E	21.21'
L5	N 43°23'00" E	21.21'
L6	S 81°37'00" E	21.00'
L7	S 8°40'36" E	99.79'
L8	N 17°23'00" W	110.61'
L9	N 53°23'00" W	35.36'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
C1	90°00'00"	20.00'	31.41'
C2	90°00'00"	20.00'	31.41'
C3	90°00'00"	20.00'	31.41'
C4	90°00'00"	20.00'	31.41'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	9987.50	0.184
2–33	5000.00	0.115
34–36	5497.00	0.126
37–38	5000.00	0.115
39–42	5097.09	0.117
43	5156.87	0.118
44	5581.95	0.128
45	8332.41	0.191
46	7883.41	0.181
47	7789.87	0.179
48–49	5000.00	0.115
50	9987.50	0.150

OCTAL "1"
FINISH ELEVATION DRIVEWAY GRADIENT NOT TO EXCEED 12% NON FENCING SEE NOTE 15

OCTAL "2"
FINISH ELEVATION DRIVEWAY GRADIENT NOT TO EXCEED 12% NON FENCING SEE NOTE 15

OCTAL "A"

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY)

PRINCIPAL CONTACTS

	Name	Address	City & Zip	Phone	Fax
OWNER	GARCO, LLC. BY: GARCO MANAGEMENT, L.L.C.–GENERAL PARTNER RICHARD A. GARZA, PRESIDENT	3010 V. FRYDAY GONZALEZ DR.	EDINBURG, TX 78539	(956)383–4791	(956)381–9721
ENGINEER	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

SUBDIVISION PLAT OF:
MANDALAY BAY SUBDIVISION PHASE I

AN 9.07 ACRE TRACT OF LAND CUT OF LOTS 8 AND 9, BLOCK 15, SANTA CRUZ GARDENS UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1200911, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTES AND BOUNDS

A 9.07 ACRE TRACT OF LAND CUT OF LOTS 8 AND 9, BLOCK 15, SANTA CRUZ GARDENS UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1244160, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE IS HEREBY MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET AT THE INTERSECTION OF THE CENTERLINES OF KENYON ROAD AND WHILE ROAD FOR THE SOUTHEAST CORNER OF LOT 9 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 81°37' W, ALONG THE SOUTH LINE OF LOTS 9 AND 8 AND THE CENTERLINE OF WHILE ROAD, A DISTANCE OF 648.14 FEET (MAP RECORD 648.00 FEET) TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF LOT 8 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08°23' E, ALONG THE WEST LINE OF LOT 8, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4858 SET AT 30.00 FEET FOR THE NORTH RIGHT-OF-WAY LINE OF WHILE ROAD, A TOTAL DISTANCE OF 730.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4858 SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81°37' E, A DISTANCE OF 180.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, N 08°23' E, A DISTANCE OF 17.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE, S 81°37' E, A DISTANCE OF 300.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE, S 08°23' W, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, S 81°37' E, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4858 SET AT 168.14 FEET FOR THE WEST RIGHT-OF-WAY LINE OF KENYON ROAD, A TOTAL DISTANCE OF 198.14 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 9 AND IN THE CENTERLINE OF KENYON ROAD FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08°23' W, ALONG THE EAST LINE OF LOT 9 AND THE CENTERLINE OF KENYON ROAD, A DISTANCE OF 712.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.07 ACRES OF LAND MORE OR LESS.

BOUNDS ARE IN ACCORDANCE WITH SANTA CRUZ GARDENS UNIT No. 2, RECORDED IN VOLUME 6, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, ENCROACHMENTS OR PROTRUSIONS, VISIBLE UTILITY LINES OR ROADS ON THE GROUND EXCEPT AS SHOWN OR NOTED HEREON, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 27TH DAY OF JUNE, 20 11.

REGISTERED PROFESSIONAL SURVEYOR
No. 4858 STATE OF TEXAS

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS ____ DAY OF ____, A.D. 20__, SUBJECT TO THE FOLLOWING: 1) NO BUILDING ALLOWED ON TOP OF AN IRRIGATION LINE, 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF LAND LINE AND IRRIGATION LINE ON ALL LOTS ADJACENT TO SAID LINE, 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAYS AND EASEMENTS OF DISTRICTS, 4) A SURCHARGE OF $ ____ PER ACRE FOR SANTA CRUZ IRRIGATION DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS OR OWNERS, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT ____ SECRETARY ____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plan, and designated as MANDALAY BAY SUBDIVISION PHASE I, a subdivision in Hidalgo County, Texas, and whose name is subscribed hereto, in person or through a duly authorized agent, duly authorized under oath and in writing, dedicates to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places thereon shown for the purposes and considerations therein expressed; and that all parks, water courses, drains, easements, and public places thereon shown for the purposes and considerations therein expressed; and that all parks, water courses, drains, easements, and public places thereon shown for the purposes and considerations therein expressed shall be maintained in a condition satisfactory to the City of Edinburg, Texas, and that the City of Edinburg, Texas, shall not be responsible for the maintenance, operation, replacement or upkeep of same, except those areas which are specifically designated to be maintained by the City of Edinburg, Texas, and that the City of Edinburg, Texas, shall not be responsible for any damage caused to adjacent property by the construction, maintenance, operation, replacement or upkeep of said streets, alleys, parks, water courses, drains, easements, and public places which are the responsibility of the owner, its successors and assigns.

In the event it becomes necessary for the City of Edinburg, Texas, to remove any fences, trees, shrubbery, or other improvements or growths in order to operate and maintain any street, alley, park, water course, drain, easement, or public place shown on this plan, the City of Edinburg, Texas, shall have the right to do so, and shall not be required to repair or pay for the damage which might be occasioned by the removal. The owner of each lot in this subdivision shall maintain the property between the front lot line and the curb or pavement in front of his property in a neat and attractive condition.

The owner does hereby covenant and agree that all deed restrictions executed by Grantor and filed for record in connection with this subdivision shall contain the following language: "The purchaser and subsequent owners of the property described herein agree that the property shall be subject to the continuing right of the City of Edinburg, Texas, after due notice to the owner thereof, to enter upon the property and correct any violation of the restrictions set forth herein, including but not limited to the right of entry for the purpose of removing any unauthorized structure or object placed in violation of the restrictions set forth herein. The purchaser and subsequent owners of the property described herein agree that the City of Edinburg, Texas, shall not be responsible for any damage caused to the property by the entry thereon of employees or agents of the City of Edinburg, Texas, for the purpose of enforcing the restrictions set forth herein."

The undersigned covenants and agrees that the construction and development of the subdivision shall be in accordance with the plans and specifications as approved by the City of Edinburg, Texas, and that no change or alteration shall be made in the plans and specifications after approval has been given, without the permission of the City of Edinburg, Texas, and that all streets, alleys, parks, water courses, drains, easements, and public places shall be constructed in accordance with the standard specifications of the City of Edinburg, Texas, and subject to the inspection of, and approval by, the duly authorized representatives of the City of Edinburg, Texas.

IN WITNESS WHEREOF the said Owner ____ has ____ caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its duly authorized officers, this the ____ day of ____, A.D. 20__.

GARCO, LLC.
BY: GARCO MANAGEMENT, L.L.C.–GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3010 V. FRYDAY GONZALEZ DR.
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C.–GENERAL PARTNER OF GARCO, LLC., A LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF January, 20 12.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHICH MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE ____ DATE ____ CITY SECRETARY ____ DATE ____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the MANDALAY BAY SUBDIVISION PHASE I, was reviewed and approved by the Hidalgo County Commissioners Court on ____.

Hidalgo County Judge ____ Date ____

ATTEST: Hidalgo County Clerk ____ Date ____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPOSED UNDERGROUND CONSTRUCTIONS SHOWN HEREON TO END PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343 TEXAS CODE THE ESTIMATED COSTS TO INSTALL UNDERCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: $ ____ FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF $ ____.

BETWEEN MUNICIPAL SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $1,180.00 PER LOT CALL INCLUDING, FOR A TOTAL OF EDINBURG FOR THE SUBDIVISION. THE SUBDIVIDER WILL PAY A TOTAL OF $40,720.00 TO THE CITY OF EDINBURG TO OBTAIN THE COST OF SEWER SERVICE CONNECTION.

DATED THIS THE 25th DAY OF January, 20 12.

LICENSED PROFESSIONAL ENGINEER
No. 100411 STATE OF TEXAS

PLANNING & ZONING COMMISSION CERTIFICATION

I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that the MANDALAY BAY SUBDIVISION PHASE I, is in conformance with the Subdivision Regulations of the City wherein my approval is required and has been approved for recording on the ____ day of ____, 20__.

CHAIRPERSON–PLANNING & ZONING COMMISSION

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: ____ AT ____ AM/PM
INSTRUMENT NUMBER ____
RECORDED IN VOLUME ____ PAGE ____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: ____ DEPUTY

INDEX TO SHEETS

SHEET 1.– HEADING WHICH LOCATION MAP AND CLA PRINCIPAL CONTACTS, NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, ENGINEER'S CERTIFICATE, SURVEYOR'S CERTIFICATE, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE, HIDALGO COUNTY IRRIGATION DISTRICT NO. 15 CERTIFICATE, HIDALGO COUNTY CLERK'S CERTIFICATE, ABBREVIATIONS, CITY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND DRAINAGE FACILITIES, CONSTRUCTION SCHEDULE AND ESTIMATED COSTS, COUNTY CLERK'S RECORDING CERTIFICATE.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF RUNOFF AND DRAINAGE FACILITIES, LIST OF TOPOGRAPHY AND DRAINAGE AND CONSTRUCTION DETENTION BASINS NOTES, COUNTY CLERK'S RECORDING CERTIFICATE.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
office@qhaengineering.com

SHEET NO.	JOB NUMBER	DRAWN BY	CHECKED BY
1 OF 3 SHEETS	2010–0–10	DRAWN BY:	CHECKED BY:

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: Richard Ruppert

Address: 932 Vidal Del Sol
Edinburg, TX.

Phone: 956-383-0803

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Pre-Existing
Date Approved:	/ /	3/14/12

Water Supplier: NAWSC

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Montana Acres No. 7 Lots 1-39

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 1/31/12);

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 Nora D Calvillo);

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 Nora D Calvillo);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

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

Precinct 1 2 3 (4)

Application No: 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: Richard Ruppert, Partner of Santa Cruz Properties, LTD.

Address: 932 Via Del Sol

Edinburg, Texas 78540

Phone: (956) 383-0868

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): A 25.04 acre tract of land out of Lots 10, 11, 14, & 15, Missouri-Texas Land and Irrigation Company's Subdivision, Hidalgo County, Texas.

Santa Cruz No. 7

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

R. V. Ruppert
Requesting Party (Signature)

3/24/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

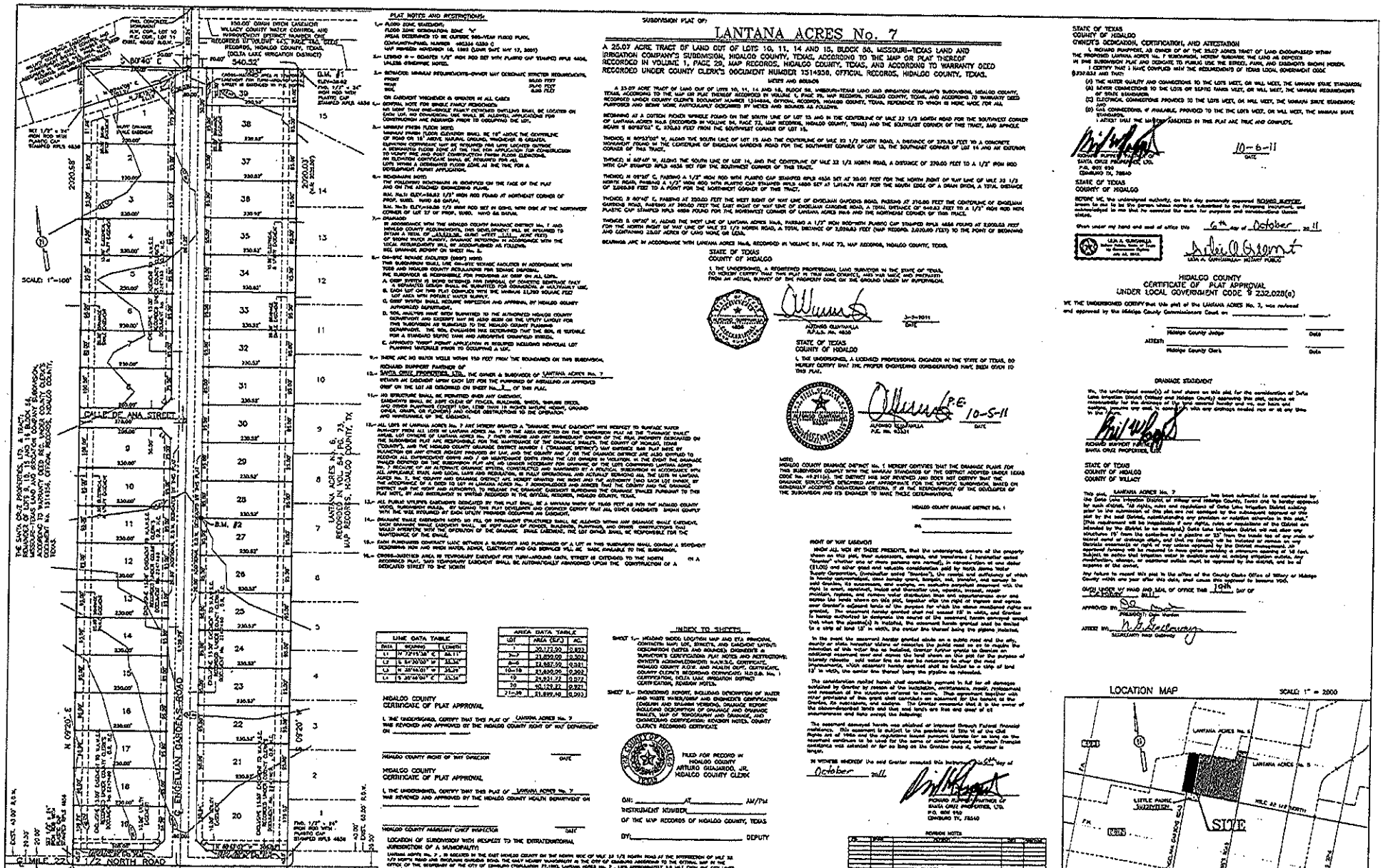
- X Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Copy of subd. plat

This part to be filled out by receiving county official:

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

3/14/12
Date

Yvonne D Cavazos
County Official



PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NUMBER 480334 0350 D
MAP REVISED: NOVEMBER 16, 1982 (LOMR DATE: MAY 17, 2001)

2.- LEGEND = ○ IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4606, UNLESS OTHERWISE NOTED.

3.- SETBACKS: MINIMUM REQUIREMENTS-OWNER MAY DESIGNATE STRICTER REQUIREMENTS.
FRONT 50.00 FEET
REAR 10.00 FEET
SIDE 6.00 FEET

ON EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ONE-STORY DWELLINGS SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATES ARE REQUIRED FOR LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AS IN THE TIME FOR A CONSTRUCTION PERMIT APPLICATION.

6.- MONUMENTS NOTE:
THE FOLLOWING MONUMENTS IN BOXWOOD ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.=36.82 1/2" IRON ROD FOUND AT NORTHEAST CORNER OF PROP. SUBD., NAVD 88 DATUM.
B.M. No.2: ELEV.=35.06 1/2" IRON ROD SET IN CONC. WITH DISK AT THE NORTHWEST CORNER OF LOT 27 OF PROP. SUBD., NAVD 88 DATUM.

7.- DRAINAGE:
A) IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND LOCAL GOVERNMENT ORDINANCES, EVERY DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 1.4 ACRE-FEET / MILE (0.27 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS IS ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2.

8.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A) OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY
B) SEPARATE DESIGNS SHALL BE SUBMITTED FOR COMMERCIAL OR MULTI-FAMILY USE.
C) EACH LOT OR THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
D) OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED REPRESENTATIVE.
E) SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND THAT NOT IN ALSO BEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS REQUIRED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATION HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION SYSTEM SYSTEMS.
F) APPROVED "SEWER PERMIT APPLICATION" IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10.- RICHARD RUMPHORST PARTNER OF SANTA CRUZ PROPERTIES, LTD., THE OWNER & SUBDIVIDER OF LANTANA ACRES No. 7 WITHDRAWS AN EASEMENT WITHIN EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED UNIT ON THE LOT AS DESIGNED ON SHEET No. 2 OF THIS PLAT.

11.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LOW TRIM (18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE.

12.- ALL LOTS IN LANTANA ACRES No. 7 ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LANTANA ACRES No. 7 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. NOT OWNERS OF LANTANA ACRES No. 7 (THEIR HEIRS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY") AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL REASONABLE COSTS AND / OR MAINTENANCE COSTS (ONLY THE LOT OWNER IS VIOLATION. IN THE EVENT THE DRAINAGE SWALE DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER ADEQUATE FOR CONVEYANCE OF THE LOT'S DRAINAGE WATERS, IN THE DISCRETION OF THE COUNTY OR THE DRAINAGE DISTRICT, THE OWNER OF THE LOT SHALL INSTALL, AT HIS EXPENSE, ANY ALTERNATIVE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY DRAINING WATERS FROM LANTANA ACRES No. 7. THE COUNTY OR DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LANTANA ACRES No. 7 ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAVE SUCH RIGHT AND AUTHORITY) TO ENFORCE THE DRAINAGE EASEMENT SURROUNDING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT TO BE RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

13.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY UTILITY SUBDIVISION ORDINANCE. PLAT DEVELOPER AND CONTRACTOR CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14.- DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENTS. SUCH PERMANENT IMPROVEMENTS SHALL BE VERY CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

15.- EACH PURCHASERS CONTRACT (LAND INTERVIEW & SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

16.- CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND USE UNTIL STREET IS EXTENDED TO THE NORTH IN ACCORDANCE WITH A DEDICATED STREET TO THE NORTH. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE NORTH

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 72°19'58" E	34.11'
L2	S 84°30'03" W	33.56'
L3	N 28°44'01" W	34.29'
L4	S 28°44'01" E	33.56'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1-4	30,123.00	0.692
5-7	21,890.00	0.502
8-15	21,687.50	0.501
16-18	21,820.00	0.502
19	24,931.77	0.572
20	30,123.22	0.921
21-39	21,890.40	0.502

INDEX TO SHEETS

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SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER PUMP AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE FACILITIES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES; COUNTY ENGINEER'S RECORDING CERTIFICATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LANTANA ACRES No. 7 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LANTANA ACRES No. 7 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LANTANA ACRES No. 7 , IS LOCATED IN THE EAST HIDALGO COUNTY ON THE NORTH SIDE OF MILE 33 1/2 NORTH ROAD AT THE INTERSECTION OF MILE 33 1/2 NORTH ROAD AND ENGELMAN GARDENS ROAD. THE NEAR MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP OF THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (HIDALGOMAP.PT.) DATED _____. LANTANA ACRES No. 7 LIES APPROXIMATELY 5.8 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS NOT WITHIN THE CITY'S EXCLUSIVE, EQUAL EXTRATERRITORIAL JURISDICTION (EEJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRIORITY No. 4.

PRINCIPAL CONTACTS

	Name	Address	City & Zip	Phone	Fax
OWNER/DEVELOPER	SANTA CRUZ PROPERTIES, LTD.	P.O. BOX 634	EDINBURG, TX. 78540	(956)381-5440	(956)381-5441
ENGINEER	QUINTANILLA, HEADLEY AND ASSOCIATES, INC.	124 E. RAYMOND ST.	EDINBURG, TX. 78539	(956)383-4084	(956)383-4087
SURVEYOR	QUINTANILLA, HEADLEY AND ASSOCIATES, INC.	124 E. RAYMOND ST.	EDINBURG, TX. 78539	(956)383-4084	(956)383-4087

SUBDIVISION PLAT OF:

LANTANA ACRES No. 7

A 25.07 ACRE TRACT OF LAND OUT OF LOTS 10, 11, 14 AND 15, BLOCK 88, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1514936, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 25.07 ACRE TRACT OF LAND OUT OF LOTS 10, 11, 14 AND 15, BLOCK 88, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1514936, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 13, AND IN THE CENTERLINE OF MILE 33 1/2 NORTH ROAD FOR THE SOUTHWEST CORNER OF LANTANA ACRES No.6 (RECORDED IN VOLUME 84, PAGE 73, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, AND SPINDLE BEARS S 82°52'02" E, 370.53 FEET FROM THE SOUTHWEST CORNER OF LOT 13;

THENCE, N 80°52'02" W, ALONG THE SOUTH LINE OF LOT 13 AND THE CENTERLINE OF MILE 33 1/2 NORTH ROAD, A DISTANCE OF 370.53 FEET TO A CONCRETE MONUMENT FOUND IN THE CENTERLINE OF ENGELMAN GARDENS ROAD FOR THE SOUTHWEST CORNER OF LOT 13, THE SOUTHEAST CORNER OF LOT 14 AND AN EXTERIOR CORNER OF THIS TRACT;

THENCE, N 09°20' E, ALONG THE WEST LINE OF LOT 14, AND THE CENTERLINE OF MILE 33 1/2 NORTH ROAD, A DISTANCE OF 270.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4606 SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 09°20' E, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4606 SET AT 30.00 FEET FOR THE NORTH POINT OF WAY LINE OF MILE 33 1/2 NORTH ROAD, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4606 SET AT 1,914.74 FEET FOR THE SOUTH EDGE OF A DRAIN DITCH, A TOTAL DISTANCE OF 2,450.68 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 80°40' E, PASSING AT 330.00 FEET THE WEST RIGHT OF WAY LINE OF ENGELMAN GARDENS ROAD, PASSING AT 370.00 FEET THE CENTERLINE OF ENGELMAN GARDENS ROAD, PASSING AT 390.00 FEET THE EAST RIGHT OF WAY LINE OF ENGELMAN GARDENS ROAD, A TOTAL DISTANCE OF 6448.52 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4606 FOUND FOR THE NORTHWEST CORNER OF LANTANA ACRES No.6 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 09°20' W, ALONG THE WEST LINE OF LANTANA ACRES No.6, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4606 FOUND AT 2,000.03 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 33 1/2 NORTH ROAD, A TOTAL DISTANCE OF 2,050.03 FEET (MAP RECORDS, 2,050.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 25.07 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LANTANA ACRES No.6, RECORDED IN VOLUME 84, PAGE 73, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4606

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 83531

P.E. 10-5-11
DATE

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(b). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property described in this instrument, for the consideration hereinafter stated, to the undersigned duly paid, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto Delta Lake Irrigation District, a corporation duly organized and existing under the laws of the State of Texas, hereinafter called "Grantee", its successors and assigns, the right and easement to construct, maintain, operate, repair, inspect, protect, remove and replace a pipeline or pipelines, and all appurtenances thereto, consisting of one or more pipelines as necessary, in connection with Grantee's irrigation system, over and across the following described land, to-wit:

(SEE LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

To have and to hold the above described easement, rights and privileges unto the said Grantee, its successors and assigns, forever, and the undersigned do hereby bind themselves, their heirs, executors, administrators and successors to warrant and forever defend all and singular the said easement, rights and privileges unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned hereby covenant and agree as follows: That the undersigned, their heirs, executors, administrators and successors shall not construct or place any house, garage, or other permanent structure of any kind on the above described easement, nor shall they change the grade over the pipeline or pipelines without the written consent of Grantee, its successors and assigns. The undersigned shall have the right to use the above described easement for ingress and egress to and from their adjoining property, and for such other purposes as will not interfere with or prevent the use by Grantee, its successors and assigns, of the easement herein granted. The undersigned hereby covenant that they are the owners of the above described land, and that they have the right to convey the above described easement, rights and privileges unto the said Grantee, its successors and assigns, and that the same are free and clear of all encumbrances and liens, except as follows:

The undersigned hereby covenant and agree that the consideration recited herein shall constitute payment in full for all damages sustained by the undersigned, their heirs, executors, administrators, assigns, successors and assignees of the undersigned as a result of the location, construction, operation, maintenance, repair, replacement and removal of said pipeline or pipelines and appurtenances thereto.

The undersigned hereby covenant and agree that the consideration recited herein shall constitute payment in full for all damages sustained by the undersigned, their heirs, executors, administrators, assigns, successors and assignees of the undersigned as a result of the location, construction, operation, maintenance, repair, replacement and removal of the structures referred to herein. This agreement includes any other property of the undersigned not described herein, but lying within the bounds of the Grantee, its successors, and assigns. The Grantee covenants that it will fence the above described easement herein granted and that said fence will be the property of the owner of the above described land, and that said fence will be the property of all maintenance and upkeep of said fence.

The easement described herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument on the 5th day of October, 2011.

RICHARD RUMPHORST, PARTNER OF SANTA CRUZ PROPERTIES, LTD.
P.O. BOX 950
EDINBURG TX, 78540

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

REVISION NOTES

NO.	ITEM	DESCRIPTION	DATE	DRAWN BY

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD RUMPHORST, AS OWNER OF OF THE 25.07 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LANTANA ACRES No. 7 SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MONUMENTS DESCRIBED IN THIS PLAT ARE TRUE AND CORRECT.

RICHARD RUMPHORST
SANTA CRUZ PROPERTIES, LTD.
P.O. BOX 950
EDINBURG TX, 78540

10-6-11
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD RUMPHORST known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein stated.

Given under my hand and seal of office this 6th day of October, 2011

LISA A. GUAJARDILLA
Notary Public, State of Texas
My Comm. Exp. Jan. 22, 2015

LISA A. GUAJARDILLA - NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that the plat of the LANTANA ACRES No. 7, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge _____ Date

ATTEST: _____
Hidalgo County Clerk _____ Date

DRAINAGE STATEMENT

We, the undersigned owner(s) of land shown on this plat, for the consideration of Delta Lake Irrigation District of Hidalgo County, Texas and Hidalgo County) approving this plat, covenant to indemnify for the drainage of the area covered herein and shall hold the County harmless from any claims or damages resulting from or at any time in the future.

RICHARD RUMPHORST PARTNER OF
SANTA CRUZ PROPERTIES, LTD.

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY OF VILLAGE

This plat, LANTANA ACRES No. 7 has been submitted to and considered by the Delta Lake Irrigation District of Hidalgo County, Texas and is hereby approved by such officials. All plans, rules and regulations of Delta Lake Irrigation District relating prior to the submission of the plan are not changed by the subsequent approval of this plat by the said District, notwithstanding any provisions or notations on this plat. This instrument will be inoperative if any digital rules or regulations of the District are introduced by the District or contained in Delta Lake Irrigation District will not allow any structures 75' from the centerline of a pipeline or 35' from the top of bank of any natural canal or drainage facility and that no building will be located or remain on any District easement or right of way. Delta Lake Irrigation District will require a maintenance road to be provided in these areas providing a minimum opening of 16 feet. Any variance to this requirement must be approved by the District, and in the case of underground pipelines, or underground installations, the minimum depth of cover must be approved by the District, and be at the expense of the owner.

Any failure to record this plat in the office of the County Clerk Office of Hidalgo County within one year after this date, shall cause this approval to become void.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF October, 2011.

APPROVED BY: _____
PRESIDENT OF the Board

ATTEST BY: _____
SECRETARY Delta Lake

LOCATION MAP

SCALE: 1" = 2000

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. RAYMOND ST.
EDINBURG, TEXAS 78539
PHONE 956-383-4084
FAX 956-381-0337
OFFICE@QUINTANILLAENGINEERING.COM
LAND SURVEYORS
PHONE 956-381-4084
FAX 956-381-0337
OFFICE@QUINTANILLAENGINEERING.COM
TEXAS ENGINEERING REGISTRATION NO. F-1435
SURVEYING REGISTRATION NUMBER 100411-00

SHEET	PROJECT MANAGER	DRAWN BY	CHECKED BY	APPROVED BY
1 OF 2	DATE COMPLETED	REVISED BY	DATE	REVISED BY
	DATE CHECKED	REVISED BY	DATE	REVISED BY
	APP. NO.			

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Financial Guarantee

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: Pat Fletcher

Address: 819 S. Cage. Pharr, TX.

Phone: 956-787-2831

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Pre-Existing
Date Approved:	/ /	3/14/12

Water Supplier: Agua SUD

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: AEP

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Brushline Ltd, Lots 1-84,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/6/12);

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 Nora Ramirez);

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 Nora _____);

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: 017

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: MRS. PAT FLETCHER, GENERAL PARTNER
BRUSHLINE, LTD.
Address: 219 S. CAGE
PHARR, TEXAS 78577

Phone: (956) 787-2831

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

PROPOSED BRUSHLINE LTD, SUBDIVISION

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Pat Fletcher
Requesting Party (Signature)

1-30-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- X Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Copy of old 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:

3/14/12
Date

County Official

SUBDIVISION PLAT OF
BRUSHLINE LTD. SUBDIVISION

A 52.28 acre tract of land being all of Lots 105, 106, 107, 108, 109, 110, and Lot 111, Main Drifting Subdivision, No. 1, as recorded in Volume 3, Page 24, Map Records, Hidalgo County, Texas, also being those portions known as Lot 112, Main Drifting Subdivision, No. 1, described in General Warranty Deed recorded in Document # 2009943, Official Records, Hidalgo County, Texas, also being that certain sixty foot (60.00') canal right-of-way crossing said Lots 105, 106, 107, and 110, Main Drifting Subdivision, No. 1, described in Special Warranty Deed recorded in Document #2195021, Official Records, Hidalgo County, Texas

DATE: FEBRUARY 7, 2011

SCALE: 1"= 100'

PREPARED BY: R.E. GARCIA & ASSOCIATES

116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX 381-1360

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

PLAT NOTES & RESTRICTIONS:

LOCATION MAP

SCALE: 1" = 2,000'

INDEX OF SHEETS

1. PLAT VIEW, LOT, STREET AND EASEMENT DIMENSIONS, OWNER'S DEDICATION, CERTIFICATION, PLAT BOUNDARY & CONTROLLING MONUMENTATION, PLAT NOTES & RESTRICTIONS, OWNER'S ENDORSEMENT, NOTARIZATION & ACKNOWLEDGEMENT, COUNTY CLERK'S CERTIFICATE OF ACKNOWLEDGEMENT, HIDALGO COUNTY APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY, IRRIGATION DISTRICT
2. LOCATION MAP, GENERAL NOTES, CURVE DATA, LEGEND, SUBDIVISION PLAT VIEW, LOT, STREET AND EASEMENT DIMENSIONS, LOT AREA, BOUNDARY & CONTROLLING MONUMENTATION, PLAT NOTES & RESTRICTIONS, OWNER'S ENDORSEMENT, NOTARIZATION & ACKNOWLEDGEMENT, COUNTY CLERK'S CERTIFICATE OF ACKNOWLEDGEMENT, HIDALGO COUNTY APPROVAL, IRRIGATION DISTRICT
3. KEY OF SUBDIVISION & OVERLAP WITH CARRIZO'S SUBDIVISION, MEMBRANE WORKS, DRAINAGE DISTRICT INCLUDING INTERCEPTION OF DRAINAGE AND HOW IT WILL SERVE SIDE DEVELOPMENTS, CONSTRUCTION DETAILS

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

BRUSHLINE LTD. SUBDIVISION IS LOCATED IN WESTERN HIDALGO COUNTY IN A.L.A. 23 OF THE LAST EDGE OF BRUSHLINE ROAD, APPROXIMATELY 3100 FEET WEST OF THE INTERSECTION OF BRUSHLINE ROAD & FM 2221. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION, THE SUBDIVISION PROPERTY LIES OUTSIDE THE SAID CITY'S EXISTING JURISDICTION OF MISSION, ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION, HIDALGO, BRUSHLINE LTD. SUBDIVISION LIES APPROXIMATELY 9 1/2 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION (ETJ).

METES AND BOUNDS DESCRIPTION FOR A 52.28 ACRE TRACT

A 52.28 acre tract of land being all of Lots 105, 106, 107, 108, 109, 110, and Lot 111, Main Drifting Subdivision, No. 1, as recorded in Volume 3, Page 24, Map Records, Hidalgo County, Texas, also being those portions known as Lot 112, Main Drifting Subdivision, No. 1, described in General Warranty Deed recorded in Document # 2009943, Official Records, Hidalgo County, Texas, also being that certain sixty foot (60.00') canal right-of-way crossing said Lots 105, 106, 107, and 110, Main Drifting Subdivision, No. 1, described in Special Warranty Deed recorded in Document #2195021, Official Records, Hidalgo County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a set steel rod with cap stamped "R.E. GARCIA" for the northeast corner of said Lot 105, for the northeast corner of the herein described tract, and for the northeast corner of Brushline Road being the northeast corner of said Lot 111, for the northeast corner of herein described tract;

THENCE, S 08° 50' 00" E, 2,137.39 feet along said southern of Brushline Road and being the west line of said Lots 105, 106, 107, 108, and 111 to a set concrete monument with cap stamped "R.E. GARCIA" for the southeast corner of said Lot 111, for the southeast corner of herein described tract;

THENCE, S 81° 10' 00" W, along the north line of said Lot 111 and at 55.00 feet a found concrete monument with cap stamped "R.E. GARCIA" for the southeast corner of said Lot 112 and continuing for a total distance of 2,074.77 feet to a set concrete monument with cap stamped "R.E. GARCIA" for the southwest corner of herein described tract;

THENCE, 1,076.65 feet to an exclusively along said north line of Lot 111 being a curve to the left whose radius is 340.00 feet, whose chord bears S 76° 35' 41" E, 852.85 feet and whose central angle is 180° 51' 18", to a found concrete monument with cap stamped "R.E. GARCIA" for the southeast corner of herein described tract;

THENCE, S 25° 17' 08" E, 38.90 feet continuing along said north line of Lot 111, to a found concrete monument with cap stamped "R.E. GARCIA" for the southeast corner of herein described tract;

THENCE, S 76° 35' 41" E, 854.44 feet continuing along said north line of Lot 111, to a found concrete monument with cap stamped "R.E. GARCIA" for the northeast corner of said Lot 111 for the southeast corner of herein described tract;

THENCE, S 08° 50' 00" W, 2074.77 feet along the east line of said Lots 111, 110, 109, 108 and 105 to a set concrete monument with cap stamped "R.E. GARCIA" for the southeast corner of said Lot 105 for the southeast corner of herein described tract;

THENCE, N 81° 10' 00" W, along the south line of said Lot 105, point at 1,065.65 feet a found concrete monument with cap stamped "R.E. GARCIA" for the southeast corner of said Lot 106 and continuing for a total distance of 1,076.65 feet, to the point of beginning and containing 52.28 acres of land, more or less.

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

KNOW ALL MEN BY THESE PRESENTS:

THAT I, _____, OWNER OF THE _____ ACRE TRACT OF LAND ENCOMPASSED WITHIN THE METES AND BOUNDS DESCRIPTION HEREON AND SHOWN ON THE PLAT HEREON, AND WHOSE NAME IS SUBSCRIBED HEREIN, HEREBY CERTIFY THAT I HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN HEREON, AND DESIGNATED AS BRUSHLINE LTD. SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AND THAT I DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

I FURTHER CERTIFY THAT ALL OTHER REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF HIDALGO COUNTY, TEXAS HAVE BEEN COMPLIED WITH, AND THAT ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THE PLAT ARE IN CONFORMANCE WITH THE LONG RANGE PLAN OF HIDALGO COUNTY, TEXAS.

I FURTHER CERTIFY THAT THE WATER ASSURANCE IN THIS PLAT ARE TRUE AND CORRECT.

_____ DATE: _____

_____

_____

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, _____.

_____
NOTARY PUBLIC

COUNTY CLERK'S RECORDING CERTIFICATE

THIS COMPANY, WHO HOLDS THE RECORD OF _____ STATED _____, IN _____ AND WHOSE NAME IS SUBSCRIBED AS _____ OF THE SAID HOLDERS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. OF _____.

_____
_____ HIDALGO COUNTY, TEXAS

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED COUNTY THAT THIS PLAT OF BRUSHLINE LTD. SUBDIVISION WAS APPROVED AND APPROVED BY THE HIDALGO COUNTY ENGINEER OF MY DEPARTMENT

_____
HIDALGO COUNTY ENGINEER

_____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED COUNTY THAT THIS PLAT OF BRUSHLINE LTD. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

_____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTION

_____ DATE

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, ON THIS _____ DAY OF _____, A.D., 20__.

_____
SECRETARY

_____
CHAIRMAN

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DRAINAGE OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AN DISTRICT'S EXPENSE.

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____
HIDALGO COUNTY DRAINAGE DISTRICT NO.1

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED COUNTY THAT THIS PLAT OF SAID SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT PROPER COUNTY CONTROL MONUMENTS AND SUBDIVISION CONSTRUCTION HAS BEEN APPLIED TO THIS PLAT.

_____
REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE # / FAX #
OWNER: BRUSHLINE, LTD. ATTN: ELEAZAR GARCIA, PARTNER	219 S. CAGE	MISSION, TX. 78572	(956)585-3831 / (956)585-3832
ENGINEER: RAUL E. GARCIA	116 N. 12TH	EDINBURG, TEXAS	(956) 381-1061 / (956) 381-1360
SURVEYOR: RAUL E. GARCIA	116 N. 12TH	EDINBURG, TEXAS	(956) 381-1061 / (956) 381-1360

SHEET NO. 1 OF 3 SHEETS

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	YADIRA REYES	3-12274
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: March 27, 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: 3-12274
3/19/12

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	agneta manders Authorized Signature
Inspection/Permit No:	_____	2700
Date Approved:	/ /	3/19/12

Upon the application of:

Name: Yadira Reyes

Address: 2606 Encke Rd
Mission TX
78574

Phone: (956) 458 7023

Water Supplier: Sharyland

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

Account/ESI No.: NA

[ ] Temporary Pole [ ] Permanent Service

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

Basham #9 lot 7

,

[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.~~

Sandra Cantu 3/19/12
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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956-205-7045
956-205-7049

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

Precinct 1 2 (3) 4

Application No: 3-12274
3/19/12

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 Yadira E. Reyes,

Known to me [*or* proved to me in the oath of _____ *or* through TX DL # 19433974 (*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: Basham #9 Lot 7."

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

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

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

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

-OR-

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

_____ (Signature)

SUBSCRIBED AND SWORN TO before me on March 19, 2012 to certify which, witnesses my hand and seal of office.

CLAUDIA MONTELONGO
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-05-2014

Claudia Montelongo
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO: 3-12274
Mar. 19, 2012

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

B1900-09-000-0007-00

[1] OWNER: MONTELONGO, ERIC
REYES, YADIRA
2606 ENCKE RD
MISSION TX 78574
Telephone No. 458-7023

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 2,324 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
BASHAM #9 LOT 7
X-25

LOCATION: 0 LA HOMA RD & 7 1/2 ML

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $110,000

[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.

Sandra Cantu — Prepared by — 3/19/12 Date

R. Canty — Approved by — 3/19/12 Date

Signature of Owner or Applicant — 3-19-12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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.

2188912

WARRANTY DEED

DATE: **March 1, 2011**

GRANTOR: Mauricio Javier Uribe and wife, Nydia Z Uribe

GRANTOR'S MAILING ADDRESS (including county):
2511 Lynn Rd.
Mission TX 78572
Hidalgo County, Texas 78560

GRANTEE: Eric Montelongo and wife, Yadira Reyes

GRANTEE'S MAILING ADDRESS (including county):
3205 Anita St. Apt 6
Mission TX 78573
Hidalgo County, Texas 78574

CONSIDERATION: TEN AND NO/100 DOLLARS($10.00) and other considerations.

PROPERTY: Lot Seven (7), BASHAM SUBDIVISION UNIT #9, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 22, Page 148, MaP Records, Hidalgo County, Texas.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: All oil, gas, and other minerals on, in, under, or that be produced from the subject property as set forth in instruments dated January 7, 1980, recorded in Volume 1656, Page 2047, Deed Records, Hidalgo County, Texas.

Oil, gas, and Minerals Lease recorded in Volume 368, Page 612, Oil and Gas Records in instrument dated April 27, 1984, recorded in Volume 1992, Page 927, Official Records, Hidalgo County, Texas.

Easements, Rules , Regulations in favor of Hidalgo County Irrigation Districted No. 6.

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

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

Stanby Fees, taxes and assessments by any taxing authority for the year 2011 and subsequence years.

Grantor, for the consideration and subjects 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 forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and heirs 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

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 1st day of March, 2011 by Mauricio Javier Uribe and wife Nydia Z Uribe.

Priscilla Y. Ruiz
Notary Public, State of Texas

PRISCILLA Y. RUIZ
Notary Public, State of Texas
My Commission Expires
March 05, 2013

After Recording Return to:
Eric Montelongo and wife, Yadira Reyes
3205 Anita St. Apt 6
Mission TX 78573
Hidalgo County, Texas 78574

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	KARINA S ALANIS	3-12012
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: MARCH 27, 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: 3-120/2
1/11/12

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:
Karina S. Alanis
c/o
Name: Claudia R Reyes

Address: 2314 Naranja Dr.
Mission Tx 78574

Phone: (956) 209-96-43

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	[illegible] Authorized Signature
Inspection/Permit No:	_____	1350
Date Approved:	/ /	3/14/12

Water Supplier: Sharyland Water

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10032789497878259

[✓]Temporary Pole [ ] Permanent Service

regarding the land described as:
La Homa Groves #1 Lot 13,

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 8/28/91);

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 Roy 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 Roy 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 Roy Cantu);

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

Roy Cantu 3/8/12
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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956-973-7850

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: 3-12012
1/11/12

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: Karina S. Alanis

c/o Name: Claudia R. Reyes

Address: 2314 Naranja Dr.
Mission TX 78574

Phone: (956) 209-96-43

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

La Homa Groves #1 Lote 13

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 _____ Requesting Party (Signature) 3/8/12 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:

3/8/12 **Date**

_____ **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
3-12012
Jan. 11, 2012

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

L1069-01-000-0013-00

[1] OWNER: ALANIS, KARINA SARAI RDZ
2314 NARANJA DR

MISSION TX 78574
Telephone No. 890-3801

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

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

[6] USE OF BUILDING: RES MH ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
LA HOMA GROVES #1 LOT 13
X-44

LOCATION: 2515 LA HOMA RD & 5 ML

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $2,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___/___ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 30' SIDES 7' REAR 40'
18 INCHES ABOVE CENTERLINE OF STREET.

Sandra Cantu — Prepared by — 1/11/2012 — Date

H. Garza — Approved by — 1/9/2012 — Date

Claudia Reyes — Signature of Owner or Applicant — 1-11-12 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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.

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

2251626

Date: October 19, 2011

Grantors: GERARDO RAMIREZ, not joined by my wife, as this property constitutes my separate property and estate and does not constitute any part of my homestead.

Grantor's Mailing Address (including county): 2803 S. 31st Lane
McAllen, Texas 78503
Hidalgo County

Grantee: KARINA SARAI ALANIS RODRIGUEZ

Grantee's Mailing Address (including county): 2314 Naranja Dr.
Mission, Texas 78574
Hidalgo County

Consideration: Ten and 00/100 Dollars ($10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements): *All of Lot 13 of LA HOMA GROVES SUBDIVISION UNIT 1, being a subdivision of 14.742 acres of land, consisting of 4.742 acres out of Tract "B", Block 2, and all of Lot 51, Block 3, La Homa Ranch Citrus Groves Unit No. 1, Hidalgo County, Texas, recorded in Volume 27, Page 58-A.*

Reservations From and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, liens, validly existing easements, rights-of-way, and prescriptive rights, if any, relating to the hereinabove described property, but only to the extent they are still in effect, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate shown of record in the hereinabove mentioned County and State, 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; and taxes from all prior and

subsequent years, which are expressly assumed by the Grantee herein, and subsequent assessments due to change in land usage.

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

ATTORNEY HAS PREPARED THIS DEED WITH INFORMATION GIVEN BY GRANTOR AND GRANTEE, WITHOUT THE BENEFIT OF A SURVEY OR TAX INFORMATION. NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

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

Gerardo Ramirez

GERARDO RAMIREZ

(Acknowledgement)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 21st day of October, 2011 by Gerardo Ramirez.

IDA BARRERA
MY COMMISSION EXPIRES
May 24, 2012

Ida Barrera

Notary Public, State of Texas

Filed for Record in:
by Hidalgo County
Arturo Guajardo Jr.
County Clerk
On: Oct 24,2011 at 02:18P
As a Recordins
Document Number: 2251626
Total Fees 20.00
Receipt Number - 1231837
By,
Tania Rivera, Deputy

AFTER RECORDING RETURN TO:

KARINA SARAI ALANIS RODRIGUEZ
2314 NARANJA DR.
MISSION, TEXAS 78574

AI-31450 **5. A.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:
1. Approximately 1,356' of 4" PVC Pipe on the east side of Zamorano St north of mile 9.5N- Line Ext. NAWS
2. Imperial Sub L19 (493 WS/N 107)- Bore- Luis Ramirez; 3/4" service connection

BACKGROUND

Attachments

nawsc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 03:32 PM
Olga Garza	Olga Garza	03/15/2012 10:22 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Rebecca Gomez Started On: 03/13/2012 07:49 AM

Final Approval Date: 03/19/2012

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 27th 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 1,356' of 4" PVC Pipe on the east side of Zamorano St north of mile 9.5N- Line Ext.-NAWS
- 2. Imperial Sub L19 (493 WS/N 107)- Bore- Luis Ramirez; ¾" service connection

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-31417 **6. A.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
A1769.00.000.0009.00	Wells Fargo	$2515.03
O0555.00.000.0040.00	Chase	$2825.80
Q7010.02.000.0016.00	Armando Barrera	$5000.00
T1017.00.000.0009.00	Martin Alexis	$2681.37
T3075.00.000.006A.00	Fern Properties	$5180.96

BACKGROUND

Attachments

Tax Refunds

Form Review

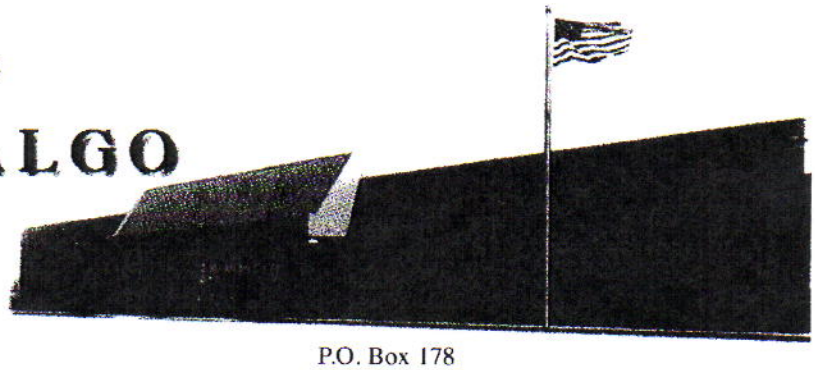
Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/08/2012 09:24 AM
Perla Lopez	Perla Lopez	03/15/2012 09:13 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Hilda Fuentes Started On: 03/08/2012 09:08 AM

Final Approval Date: 03/19/2012

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

March 7, 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

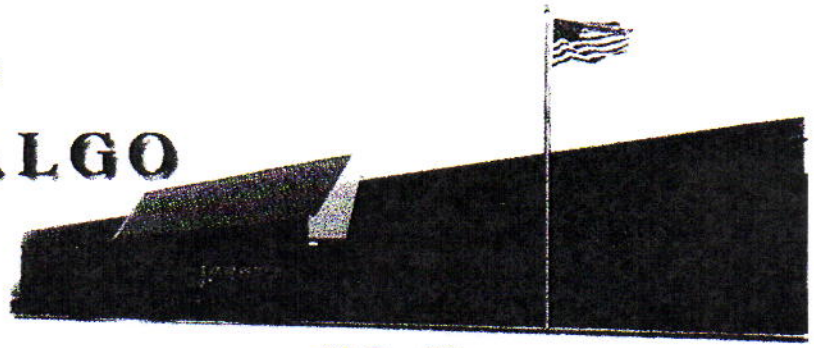
Abj: mm

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.A1769.00.000.0009.00	WELLS FARGO	$ 2,515.03
2.O0555.00.000.0040.00	CHASE	$ 2,825.80
3.Q7010.02.000.0016.00	Armando Barrera	$ 5,000.00
4.T1017.00.000.0009.00	MARTIN ALEXIS	$ 2,681.37
5.T3075.00.000.006A.00	FERN PROPERTIES	$ 5,180.96

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 12/28/2011

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: Dec 3/6/12 3/7/12

JAN 19 2012

WELLS FARGO
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

Account Number
A1769-00-000-0009-00 &
HCAD No. 626439 *

Legal Description of the Property
ALAMO HEIGHTS LOT 9
MONTERREY DR
OWNER: ZAMBRANO JESUS A

2011 OVERAGE AMOUNT $2,515.03 4

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

9-03274644509

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Wells Fargo Home Mortgage + p to Property Owner
	Mailing Address	MAC X2302-04D 1 Home Campus Des Moines, IA 50328 elephone Number
	City, State, Zip Cc	800-499-4829 x44093
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	2515.03
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2515.03
Step 5: How should the refund be processed?		Mail to Property Owner
	✓	Mail to Payer at address in Step 1
		Transfer this amount to account For tax year
		Escrow for next year 's taxes
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE	Date of application 1/30/12 +
	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:	Date: 3/7/12
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By:	Date: 2/21/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

2/12

MAF2000l

0824110791

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178
EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 12/23/2009

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DEC 31 12

Account Number
O0555-00-000-0040-00* (p44402)
Legal Description of the Property
OAK GROVE LOT 40
938 13TH ST

Chase*

~~FIRST AMERICAN~~
~~--~~
~~8435 N STEMMONS FREEWAY~~
~~DALLAS, TX 75247-390~~

Int# 5304529703

2009 OVERAGE AMOUNT $2,825.80

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by a lending mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to			
	Name:			
	Address:			
	City, State, Zip:			
	Daytime Phone No.:		E-Mail Address:	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by	Check No	Date Paid	Amount Paid
	Chase	2423334*	11/14/09	$2823.80*
	TOTAL AMOUNT PAID (sum of the above amounts)			

Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- ☐ I paid this account in error and I am entitled to the refund.
- ☐ I overpaid this account. Please refund the excess to the address listed in Step 1.
- ☐ This payment should have been applied to other tax account(s) and/or year(s) (listed below):

Step 4. Sign the form. Unsigned applications cannot be processed

By signing below, 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. (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 the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)	DATE
D Jackson Clo Chase*	12-12-11*

AUDITORS USE ONLY:	☑ Approved	☐ Denied	By:	Date: 3/5/12
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: *	Date: 2/23/12*

This application must be completed, signed, and submitted with supporting documentation to be valid.

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 02/03/2012

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 3/5/12

KLEMENT JONATHAN & PATRICIA
2508 SAN EFRAIN
MISSION, TX 78572-3846

Account Number
Q7010-02-000-0016-00
HCAD No. 689486*

Legal Description of the Property
QUINTA REAL PH 2, SHARYLAND PLTN VLG
Lot 16

2508 SAN EFRAIN

OWNER: KLEMENT JONATHAN & PATRICIA

2011 OVERAGE AMOUNT $5,000.00*

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number
	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) Should have paid credited to another Account*	
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	5000.00*
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 H2042-00-000 002A-00* For tax year 2011*	
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE *	Date of application 2-13-12*
	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:	Date: 3/5/12
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By: *	Date: 2/22/12*

This application must be completed, signed, and submitted with supporting documentation to be valid.

3/1

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
FEB - 1 2012
HIDALGO COUNTY TAX OFFICE
COLLECTION DEPT MAIL

Print Date: 01/24/2012

MARTIN ALEXIS
5009 W SYCAMORE AVE
MCALLEN , TX 78501-5433

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2-13-12

Account Number
T1017-00-000-0009-00
HCAD No. 684005

Legal Description of the Property
TAYLOR HEIGHTS Lot 9

5009 SYCAMORE ST

OWNER: MARTIN ALEXIS

2011 OVERAGE AMOUNT $2,681.37

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Alexis Martin	Relationship to Property Owner: Owner
	Mailing Address: 5009 W Sycamore Ave	Daytime Telephone Number: 305-360 5574
	City, State, Zip Code: McAllen, TX. 78501	
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	
	[X] Duplicate payment	
	[X] Paid in error (explain) I don't know my bank paid this taxes	
Step 4: Provide payment information. Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	2681.37
	Total tax, penalty, and interest amount owed for the year	0
	Amount of refund claimed	2681.37
Step 5: How should the refund be processed?	[X] Mail to Property Owner	
	[ ] Mail to Payer at address in Step 1	
	[ ] Transfer this amount to account	For tax year
	[ ] Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE	Date of application: 01/30/2012
	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	
AUDITORS USE ONLY:	[X] Approved [ ] Denied By:	Date: 3/7/12
TAX OFFICE USE ONLY:	[X] Approved [ ] Denied By:	Date: 2/9/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

a/p

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

ASAP

Joel
Let's review

Print Date: 02/03/2012

Account Number
T3075-00-000-006A-00
HCAD No. 696095*

Legal Description of the Property
THE DISTRICT AT MCALLEN LOT 6A

801 E FERN AVE

OWNER: FERN PROPERTIES LLC

2011 OVERAGE AMOUNT $5,180.96

FERN PROPERTIES LLC
110 E SAVANNAH B103
MCALLEN , TX 78503-

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 3/5/12

1: HIDALGO COUNTY, 2: DRAINAGE DIST #I, 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 Fern Properties, LLC *	Relationship to Property Owner Owner
	Mailing Address 110 E. SAVANNAH B103*	Daytime Telephone Number (956) 627-2630*
	City, State, Zip Code McAllen TX 78503	
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	X Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	5,180.96*
Step 5: How should the refund be processed?	X Mail to Property Owner (or call for pickup)*	
	Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE *	Date of application 2/15/12*
	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:	Date: 3/5/12
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: *	Date: 2/23/12*

This application must be completed, signed, and submitted with supporting documentation to be valid.

3/1

2/23/12 CK

AI-31233 **7. A.**

CC CONSENT

Meeting Date: 03/27/2012

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

Requisition

NAWJ

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
Auditor's Office	Arcilia Duran	03/09/2012 09:52 AM
Dina Trevino	Erika Zamora	03/09/2012 04:40 PM
Sylvia Solis	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Esther Cantu Started On: 02/27/2012 02:33 PM

Final Approval Date: 03/19/2012

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: _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF 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.
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: Aida Salinas Flores DATE: 03/09/12

TITLE: District Judge

Before me ESTER CANTU, a Notary Public, appeared Aida Salinas Flores, 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) ESTER CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-13-2015

Ester Cantu
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: FEBRUARY 2005

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: _____

AI-31458 **7. B.**

CC CONSENT

Meeting Date: 03/27/2012

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas Agrilife Extension Services:
Approval to pay an additional $30.00 in 2012 annual membership dues for Barbara Storz to the American Society for Horticultural Science, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

An additional $30 are due for Membership for Barbara to American Society for Horticultural Science due to a change in the organizations annual membership cost. Please see attached email and new form with new charges to membership and subscriptions.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 3/21/12 $322.00.

Attachments

ASHS Change in Cost

Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/13/2012 03:33 PM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Nora Linda Cruz Started On: 03/13/2012 02:48 PM

Final Approval Date: 03/19/2012

ASHS Membership Application and Subscription Form (Part 2)

X CHECK HERE IF THERE ARE NO CHANGES FROM PRIOR YEAR

Areas of Interest. Write a "P" for primary and "S" for secondary specialty or area of interest in categories A–E below:

A. SOCIETY DIVISION
- __ 1 Research
- X 2 Education
- X 3 Extension
- __ 4 Industry
- __ 5 International

B. EMPLOYMENT SECTOR
- __ 1 Academia (incl. land-grant universities)
- __ 2 Government (federal, state, local)
- __ 3 Industry
- __ 4 Self-employed
- __ 5 Private nonprofit
- __ 6 Student
- __ 7 Other (specify _____)

C. TYPE OF WORK
- __ 1 Research & development
- __ 2 Teaching (classroom instruction)
- X 3 Extension (public or private)
- __ 4 Administration (public or private)
- __ 5 Management (public or private)
- __ 6 Service & consulting
- __ 7 Sales
- __ 8 Public relations & promotion
- __ 9 Communication (editorial, etc.)

D. DIVISION OF HORTICULTURE
- P 1 General horticulture
- __ 2 Pomology (deciduous tree fruits & nuts)
- __ 3 Viticulture & small fruits
- __ 4 Tropical & subtropical fruits (incl. citrus)
- __ 5 Vegetable crops
- __ 6 Floriculture
- __ 7 Ornamental & landscape horticulture
- __ 8 Bedding plants
- __ 9 Turfgrass

E. GENERAL SPECIALTY
- __ 1 Breeding & genetics
- __ 2 Propagation & seed production
- __ 3 Growth & developmental physiology
- __ 4 Growth regulators & herbicides
- __ 5 Cultural & management practices (incl. mineral nutr.)
- __ 6 Environmental factors
- __ 7 Postharvest physiology (incl. storage)
- __ 8 Food science & technology
- __ 9 Marketing & utilization (incl. economics)

F. KEYWORDS

Supply a series of words and/or phrases, separated by commas, listing your specialties or areas of interest, including names of crops (maximum limit, 200 characters):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Working Groups. List choices in descending order. (Maximum—6 choices):

RESEARCH DIVISION (Commodity)
- __ 1A Floriculture
- __ 1B Ornamentals/Landscape & Turf
- __ 1C Nursery Crops
- __ 1D Ornamental Plant Breeding
- __ 1E Pomology
- __ 1F Viticulture and Small Fruits
- __ 1G Citrus Crops
- __ 1H Growth Regulators in Fruit & Nut Production
- __ 1J Fruit Breeding
- __ 1K Vegetable Crops Management
- __ 1L Vegetable Breeding
- __ 1N Herbs, Spices, & Medicinal Plants
- __ 1P Temperate Tree Nut Crops

RESEARCH DIVISION (Cross-commodity)
- __ 2A Plant Nutrient Management
- __ 2B Production & Harvest Mechanization
- __ 2C Weed Control & Pest Management
- __ 2D Postharvest
- __ 2E Produce Quality, Safety, & Health Properties
- __ 2F Waste Utilization in Horticulture
- __ 2G Growth Chambers & Controlled Environments
- __ 2H Water Utilization & Management
- __ 2J Crop Physiology
- __ 2K Organic Horticulture
- __ 2L Genetics and Germplasm
- __ 2M BioEnergy
- __ 2N Propagation
- __ 2P Public Horticulture
- __ 2Q Root Growth & Rhizosphere Dynamics
- __ 2R Seed and Stand Establishment
- __ 2S Local Food Systems
- __ 2T Invasive Plants Research
- __ 2U Human Issues in Horticulture
- __ 2S Local Food Systems
- __ 2X Environmental Stress Physiology
- __ 2Y Plant Biotechnology

EDUCATION DIVISION
- __ 3A Teaching Methods
- __ 3C Administrators
- __ 3D Graduate Student
- __ 3G Computer Applications in Horticulture
- __ 3H Emeriti (Emeriti are automatically included, please select six additional Working Groups)
- __ 3J History of Horticultural Science
- __ 3K Graduate Student

EXTENSION DIVISION
- __ 4A Consumer Horticulture & Master Gardeners
- __ 4B Commercial Horticulture
- __ 4C eXtension

INDUSTRY DIVISION
- __ 5A Marketing & Economics
- __ 5B Intellectual Property Rights

INTERNATIONAL DIVISION
- __ 6D Tropical Horticultural Crops
- __ 6E International Horticultural Consultants
- __ 6F International Horticulture and Issues
- __ 6G Working Group of Asian Horticulture
- __ 6H Association of Horticulturists of Indian Origin

APPROVED BY: _____
DATE: _____

American Society for Horticultural Science

Membership Application and Subscription Form

Members receive the *ASHS Newsletter*

Membership Levels (check one)

X	Active	$105
__	Emeritus	$55
	Note: Lifetime membership is complimentary for Emeriti whose cumulative gifts to the ASHS Endowment fund total $2,500 or more.	
__	Postdoctoral[1]	$60
__	Graduate Student[1]	$40
__	Undergraduate Student[1]	$25
__	Affiliate Sponsorship[2]	$20
__	Please send information on Corporate membership	

Regional dues (optional)

__	Northeast	$5
__	Southern	$20

[1]Proof of student status required.
[2]Additional form required.

ASHS Publications (check those that apply)

Full Subscription (includes print and electronic subscription)

__	Journal	$70
__	HortScience	$70
__	HortTechnology	$25

Electronic-Only Subscription

__	Journal	$55
__	HortScience	$55
X	HortTechnology	$25

Print-Only Subscription (sent via U.S. mail only; International Air Mail extra)

__	Journal	$55
__	HortScience	$55
__	HortTechnology	$25

International Air Mail Delivery
Optional, for each subscription add:

__	Journal	$60
__	HortScience	$90
__	HortTechnology	$60

ASHS Endowment Fund

__	Contribution (optional)	$25
__	Additional amount	$ _____

ISHS dues (optional)

__	Individual	$90
__	Student	$40

Florida State Horticultural Society
FSHS dues are annual; (Jan–Dec.)

Late charge after 4-15	*Reg.*	*Late*
__ FSHS Individual	$50	$70
__ FSHS Student	$10	$20

Total Amount $ 130.00

Please complete page 2 of this form listing areas of interest and working group preferences.

Goods/Services Received by: _____ on 1/27/12

Name: Barbara Storz
Address: 410 North 13th Avenue
City, State, Zip: Edinburg, TX 78541
Country: USA
Phone: (956) 383-1026
Fax: (956) 383-1735
E-Mail: b-storz@tamu.edu
Referred by: _____

APPROVED BY: Barbara Storz
DATE: 1/30/12

Acct. #21100-461-00-380-001-0-810
PO# 0069708

Payment Method:
Make checks payable to American Society for Horticultural Science (Payment must be made in U.S. Dollars, drawn on a U.S. Bank)

X Check # _____ **Amount** $ 130.00

__ VISA __ MasterCard __ American Express

Card # _____ Exp. Date _____

Name on card _____

Signature (req.) _____ Date _____

Note: ASHS membership dues are not deductible as a charitable contribution, but may be deductible as a business expense. Endowment Fund contributions are deductible as charitable contributions to the extent allowable by law.

1018 Duke Street, Alexandria, Virginia 22314, USA
Phone: (703) 836-4606 Fax: (703) 836-2024 E-mail: ashs@ashs.org Web Address: www.ashs.org

9/30/2010

Purchase Order

COUNTY OF HIDALGO

PO#: 669768

DATE: 01/25/12

VENDOR: 229121 REQ:00209924

Email:

Phone:

AMERICAN SOCIETY FOR HORTICULTURAL SCIEN
113 SOUTH WEST STREET
SUITE 200
ALEXANDRIA VA 22314-2851

Vendor Acct:

BUYER:

SHIP TO: TEXAS COOPERATIVE EXTENSION
410 N. 13TH AVE
EDINBURG TX 78541

CONTACT:

SITE: TEXAS AGRILIFE EXTENSION

Special Instructions:

Contract No:

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		
		Approved by C/C on 1/17/2012 through Agenda Item #30332		
1	YEAR	EX 2012 Membership Dues for Barbara Storz to American Sociaty for Horticultural Sciences	130.00	130.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		130.00
		********** For Hidalgo County use only		
		2-1100-461-00-380-001-0-810	130.00	
		Approved		

Authorized by: Martha L. Salazar mls

ASHS Membership Application and Subscription Form (Part 2) ____ Check here if there are no changes from prior year

Areas of Interest. Write a "P" for primary and "S" for secondary specialty or area of interest in categories A–E below:

A. SOCIETY DIVISION
__ 1 Research
X 2 Education
X 3 Extension
__ 4 Industry
__ 5 International

B. EMPLOYMENT SECTOR
__ 1 Academia (incl. land-grant universities)
__ 2 Government (federal, state, local)
__ 3 Industry
__ 4 Self-employed
__ 5 Private nonprofit
__ 6 Student
__ 7 Other (specify)
_____

C. TYPE OF WORK
__ 1 Research & development
__ 2 Teaching (classroom instruction)
X 3 Extension (public or private)
__ 4 Administration (public or private)
__ 5 Management (public or private)
__ 6 Service & consulting
__ 7 Sales
__ 8 Public relations & promotion
__ 9 Communication (editorial, etc.)

D. DIVISION OF HORTICULTURE
X 1 General horticulture
__ 2 Pomology (deciduous tree fruits & nuts)
__ 3 Viticulture & small fruits
__ 4 Tropical & subtropical fruits (incl. citrus)
__ 5 Vegetable crops
__ 6 Floriculture
__ 7 Ornamental & landscape horticulture
__ 8 Bedding plants
__ 9 Turfgrass

E. GENERAL SPECIALTY
__ 1 Breeding & genetics
__ 2 Propagation & seed production
__ 3 Growth & developmental physiology
__ 4 Growth regulators & herbicides
__ 5 Cultural & management practices (incl. mineral nutr.)
__ 6 Environmental factors
__ 7 Postharvest physiology (incl. storage)
__ 8 Food science & technology
__ 9 Marketing & utilization (incl. economics)

F. KEYWORDS
Supply a series of words and/or phrases, separated by commas, listing your specialties or areas of interest, including names of crops (maximum limit, 200 characters):

_____
_____
_____
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_____
_____

Working Groups. List choices in descending order. (Maximum—6 choices):

RESEARCH DIVISION (Commodity)
__ 1A Floriculture
__ 1B Ornamentals/Landscape & Turf
__ 1C Nursery Crops
__ 1D Ornamental Plant Breeding
__ 1E Pomology
__ 1F Viticulture and Small Fruits
__ 1G Citrus Crops
__ 1H Growth Regulators in Fruit & Nut Production
__ 1J Fruit Breeding
__ 1K Vegetable Crops Management
__ 1L Vegetable Breeding
__ 1N Herbs, Spices, & Medicinal Plants
__ 1P Temperate Tree Nut Crops

RESEARCH DIVISION (Cross-commodity)
__ 2A Plant Nutrient Management
__ 2B Production & Harvest Mechanization
__ 2C Weed Control & Pest Management
__ 2D Postharvest
__ 2E Produce Quality, Safety, & Health Properties
__ 2F Waste Utilization in Horticulture
__ 2G Growth Chambers & Controlled Environments
__ 2H Water Utilization & Management
__ 2J Crop Physiology
__ 2K Organic Horticulture
__ 2L Genetics and Germplasm
__ 2M BioEnergy
__ 2N Propagation
__ 2P Public Horticulture
__ 2Q Root Growth & Rhizosphere Dynamics
__ 2R Seed and Stand Establishment
__ 2S Local Food Systems
__ 2T Invasive Plants Research
__ 2U Human Issues in Horticulture
__ 2S Local Food Systems
__ 2W Plasticulture
__ 2X Environmental Stress Physiology
__ 2Y Plant Biotechnology

EDUCATION DIVISION
__ 3A Teaching Methods
__ 3C Administrators
__ 3D Graduate Student
__ 3G Computer Applications in Horticulture
__ 3H Emeriti (Emeriti are automatically included, please select up to six additional Working Groups)
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__ 3K Graduate Student

EXTENSION DIVISION
__ 4A Consumer Horticulture & Master Gardeners
__ 4B Commercial Horticulture
__ 4C eXtension

INDUSTRY DIVISION
__ 5A Marketing & Economics
__ 5B Intellectual Property Rights

INTERNATIONAL DIVISION
__ 6D Tropical Horticultural Crops
__ 6E International Horticultural Consultants
__ 6F International Horticulture and Issues
__ 6G Working Group of Asian Horticulture
__ 6H Association of Horticulturists of Indian Origin

American Society for Horticultural Science
1018 Duke Street, Alexandria, Virginia 22314, USA
Phone: (703) 836-4606 Fax: (703) 836-2024 E-mail: ashs@ashs.org Web Address: www.ashs.org

American Society for Horticultural Science

Membership Application and Subscription Form

Members receive the *ASHS Newsletter*

Membership Levels (check one)

X	Active	$115
___	Emeritus[1]	$55
___	Postdoctoral[2]	$60
___	Graduate Student[2]	$40
___	Undergraduate Student[2]	free
___	Affiliate Sponsorship[3]	$20
___	Please send information on Corporate membership	

Regional dues (optional)

___	Northeast	$10
___	Southern	$30

[1] Lifetime membership is complimentary for Emeriti whose cumulative gifts to the ASHS Endowment fund total $2,500 or more.

[2] Proof of student status required.

[3] Additional form required.

subtotal column 1 $ 115.00

ASHS Publications (check those that apply)

Full Subscription
(includes print and electronic subscription)

___	Journal	$85
___	HortScience	$85
X	HortTechnology	$45

Electronic-Only Subscription

___	Journal	$60
___	HortScience	$60
___	HortTechnology	$40

Print-Only Subscription (sent via U.S. mail only; International Air Mail extra)

___	Journal	$65
___	HortScience	$65
___	HortTechnology	$40

International Air Mail Delivery
Optional, for each subscription add:

___	Journal	$60
___	HortScience	$90
___	HortTechnology	$40

subtotal column 2 $ 45.00

ASHS Endowment Fund

___	Contribution (optional)	$25
___	Additional amount	$ _____

ISHS dues (optional)

___	Individual	$90
___	Student	$40

Florida State Horticultural Society
FSHS dues are annual; (Jan–Dec.)

		Reg.	Late
	Late charge after 4-15		
___	FSHS Individual	$50	$70
___	FSHS Student	$10	$20

subtotal column 3 $ _____

add subtotal column 1 $ _____

add subtotal column 2 $ _____

Total Amount $ 160.00

Please complete page 2 of this form listing areas of interest and Working Group preferences

---

Name: Barbara Storz

Invoice Received by: Joseph A. Cruz on 2/27/12

Goods/Services Received by: Norma R. Cruz on 2/27/12

Address: 410 North 13th Avenue

City, State, Zip: Edinburg, TX 78541

Country: USA

Phone: (956) 383-1026

APPROVED BY: Barbara Storz

DATE: 3-6-12

Fax: (956) 383-1735

E-Mail: b-storz@tamu.edu

Acct.# 2-1100-461-00-380-001-0-810

Referred by:

PO#

Payment Method:
Make checks payable to American Society for Horticultural Science (Payment must be made in U.S. Dollars, drawn on a U.S. Bank)

XX Check # _____ **Amount** $ 160.00

___ VISA ___ MasterCard ___ American Express

Card # _____ Exp. Date _____

Name on card _____

Signature (req.) _____ Date _____

Note: ASHS membership dues are not deductible as a charitable contribution, but may be deductible as a business expense. Endowment Fund contributions are deductible as charitable contributions to the extent allowable by law.

Mail completed form with payment to: American Society for Horticiultural Science
1018 Duke Street, Alexandria, VA 22314 or fax to 703.836.2024

0112a

Nora Cruz

From: Barbara Storz
Sent: Friday, February 24, 2012 6:00 PM
To: Nora Cruz
Subject: RE: ASHS MEMBERSHIP

Nora Linda: Please see this message below and discuss with me.

Barbara
-----Original Message-----
From: Tecola Forbes [mailto:tforbes@ashs.org]
Sent: Friday, February 24, 2012 10:16 AM
To: Barbara Storz
Subject: RE: ASHS MEMBERSHIP

Dear Barbara Storz,

ASHS received your check (00356570) in the amount of $130, and I have applied it to your renewal, but there is a balance due of $30. You probably aren't aware of the increase in membership and publications for 2012. Our Director did send out notices to our members. As of 1-1-12, active membership is now $115 instead of $105, and Horttechnology paper, online is now $45 instead of $25.

The ASHS Board decided that due to the present economic situation, they had no choice but to increase most of prices. This has not been done in years.

I am sorry for any inconvenience that this may cause.

Thank you,

Tecola Forbes
ASHS PUBLICATIONS
703-836-4606 X108
tforbes@ashs.org
Fax: 703-836-2024

Follow us on Facebook

AI-31495 **7. C.**

CC CONSENT

Meeting Date: 03/27/2012

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas Agrilife Extension Services:
Approval to pay 2012 annual membership dues in the amount of 75.00 to the National Association of Community Development Extension Professionals (NACDEP) for Barbara Storz, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-461-00-380-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 3/21/12 $322.00.

Attachments

NACDEP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/15/2012 07:03 AM
Purchasing Department	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Nora Linda Cruz Started On: 03/14/2012 03:55 PM

Final Approval Date: 03/19/2012

Invoice

NACDEP
National Association of Community Development Extension Professionals

PO Box 68721
Grand Rapids, MI 49516-8721
616-301-1011
Assoc.Manager@nacdep.net

Date	Invoice #
3/12/2012	2399

Barbara Storz
Texas AgriLife Extension Service
410 N 13th Ave
Edinburg, TX 78541

P.O. No.	Terms

Quantity	Description	Rate	Amount
	2012 Membership Dues	75.00	75.00

NACDEP is a registered 501c(3) Non-Profit Charitable Corporation

Tax ID	20-2982555

Total $75.00

Please remit payment to:
~~NACDEP~~
P.O. Box 68721
Grand Rapids, MI 49516-8721

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Barbara Storz, do hereby state that my membership in the National Association of Community Development Extension Professionals (NACDEP) 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 or 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 Barbara Storz

TITLE County Extension Agent-Horticulture

Before me Janie Perales, a Notary Public, appeared Barbara C. Storz, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

JANIE PERALES
Notary Public, State of Texas
My Commission Expires
December 21, 2015
(SEAL)

Janie Perales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-31585 **7. D.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney:
Approval to pay the 2012 TIBA Membership Dues with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Membership dues will provided us with weeking update on court of appeal opinions.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-080-002-0-810

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

BUDGETARY IMPACT:

Funds available as of 03/22/2012, refer to Req #00212002.

Attachments

TIBADUES

form

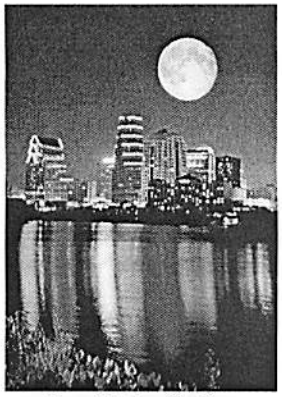
Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/21/2012 02:56 PM
Sylvia Solis	Sylvia Solis	03/22/2012 01:42 PM
Auditor's Office	Arcilia Duran	03/23/2012 08:59 AM

Form Started By: Roy Cazares Started On: 03/21/2012 02:48 PM

Final Approval Date: 03/23/2012



One Fabulous Skyline

TIBA TEXAS INDEPENDENT BAR ASSOCIATION

Post Office Box 783
Austin, Texas 78767
Tel. 936-463-8056
Fax: 512-532-6282

Web Site: www.texindbar.org

Dues Statement

January 1, 2012

Roy Cazares
(roy.cazares@da.co.hidalgo.tx.us)
Hidalgo Co. Courthouse
Edinburg, TX 78539

(Insert Name, Complete Address, and EMail Address)

TIBA membership dues - Calendar year 2012

(includes EMail Subscription to TIBA's G&S Texas Criminal Law Report) . $75.00

Sub-Total: $75.00

Less credit for payments previously made $0.00

Total Due: $75.00

Payment Options:

Check: Mail a check, payable to "Texas Independent Bar Association" or "TIBA" for the amount above, to Post Office Box 783; Austin, Texas 78767-0783. Mark the envelope "Attn: Membership Dept."

Credit Card: We accept credit card payments only through **PayPal** via the Internet If you wish to use a credit card, please let us know and we will send a request for payment. You will then be able to pay using a credit card (VISA - M/C - AMEX - DISCOVER) via PayPal. You do not need to be a PayPal member to pay your dues with a credit card.

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, ***Roy Cazares,*** do hereby state that my membership in the *TEXAS INDEPENDENT BAR ASSOCIATION* on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as 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 attempt 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: _____
TITLE: *Human Resources Coordinator*

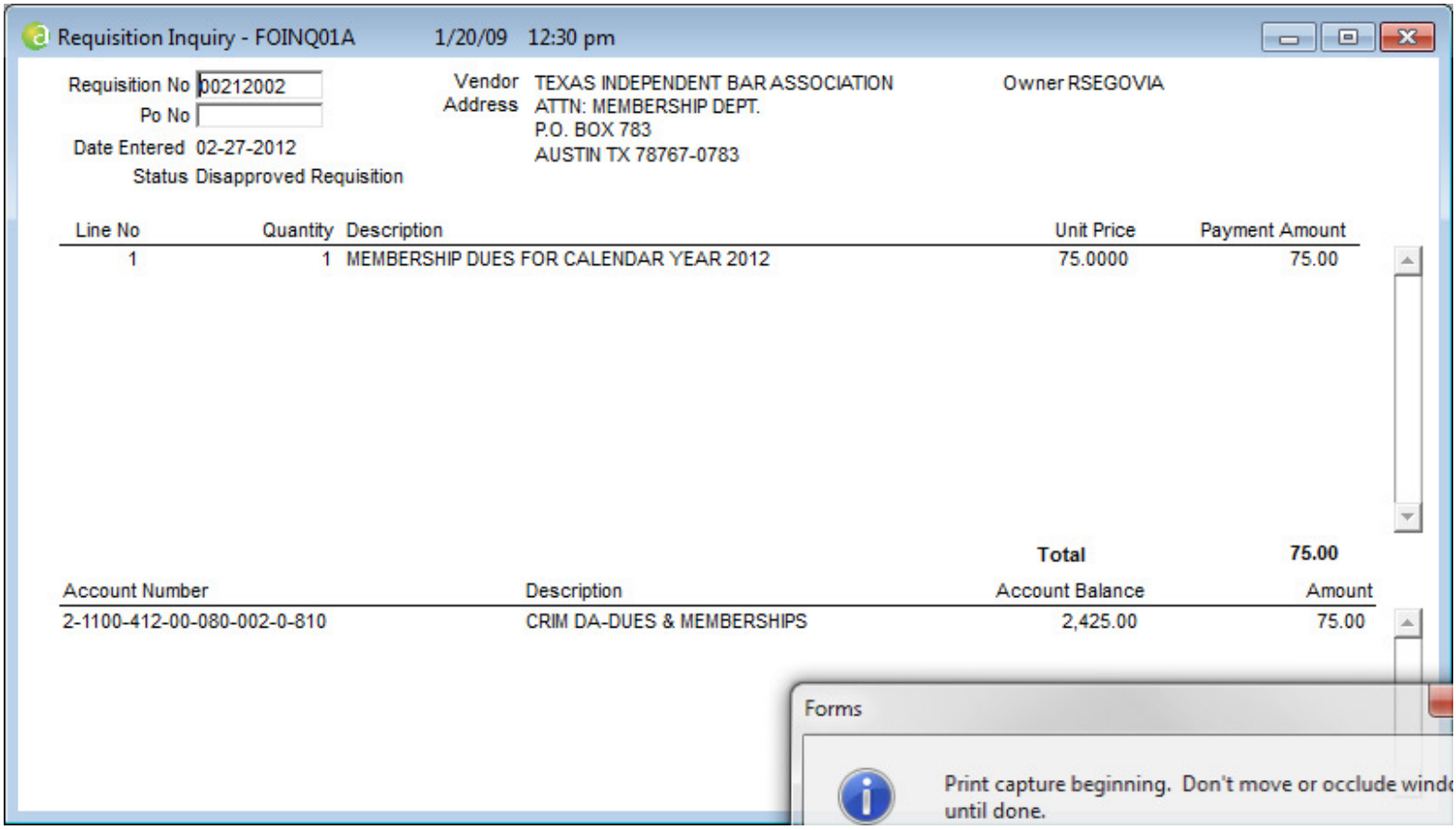
Before me *Roxana Segovia,* a Notary Public, appeared ***Roy Cazares*** and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

Roxana Segovia
Notary Public, State of Texas
My Commission Expires:
May 17, 2012

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

Roxana Segovia
Notary Public, State of Texas
My Commission Expires:
May 17, 2012


Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm
Requisition No 00212002
Po No
Date Entered 02-27-2012
Status Disapproved Requisition
Vendor Address TEXAS INDEPENDENT BAR ASSOCIATION
ATTN: MEMBERSHIP DEPT.
P.O. BOX 783
AUSTIN TX 78767-0783
Owner RSEGOVIA
Line No Quantity Description Unit Price Payment Amount
1 1 MEMBERSHIP DUES FOR CALENDAR YEAR 2012 75.0000 75.00
Total 75.00
Account Number Description Account Balance Amount
2-1100-412-00-080-002-0-810 CRIM DA-DUES & MEMBERSHIPS 2,425.00 75.00
Forms
Print capture beginning. Don't move or occlude windo
until done.

AI-31430 **8. A.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Michelle Mendoza Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following family:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
LUIS JAVIER LARA & WENDY LARA	FY 2011	$10,000	USDA	LOT 97 Las Arboledas de Hidalgo Phase I, HIDALGO TX

Attachments

Homebuyer Assistance Program/ Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Erika Zamora	03/09/2012 10:30 AM
Olga Garza	Olga Garza	03/09/2012 03:51 PM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Mary Flores Started On: 03/09/2012 09:42 AM

Final Approval Date: 03/19/2012

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this _____ day of _____2012, between the County of Hidalgo, State of Texas ("County") and ***LUIS JAVIER & WENDY LARA*** .("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 97 LAS ARBOLEDAS DE HIDALGO PHASE I, HIDALGO, HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend **$ 10,000** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 9.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding HOMEBUYER ASSISTANCE Funds on the Repayment Date in an amount equal to the HOMEBUYER ASSISTANCE Funds.

FAILURE TO REPAY THE HOMEBUYER ASSISTANCE FUNDS IN ACCORDANCE WITH THIS CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

LUIS JAVIER LARA

_____

WENDY LARA

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **LUIS JAVIER LARA** ON THIS _____day of_____, **2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **WENDY LARA** ON THIS _____day of _____ **2012.**

.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Diana R. Serna** ON THIS _____day of _____, **2012.**

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY:

LOT 97 LAS ARBOLEDAS DE HIDALGO PHASE I, HIDALGO, HIDALGO COUNTY TEXAS

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

AI-31455 **8. B.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Irene Montoya Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of Edcouch and one (1) applicant in the City of Progreso under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Estanislado& DomingaVentura Deferred Loan – ElderlyReconstruction	ED 20-11-01	Edcouch Precinct #1	HOME 2011	Lot 5 & 6 of Colonia Juarez Unit No. 2 A, an addition to the City of Edcouch, Hidalgo CountyTexas.
Victor & MariaCuellar Deferred Loan 40%Loan 60% Reconstruction	PG 65-11-01	Progreso Precinct # 1	HOME 2011	Lot 8 Block 3, O & J Subdivision, HidalgoCounty of Hidalgo, Texas

Attachments

E. Ventura-Edcouch

V. Cuellar-Progreso

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 07:01 AM
Olga Garza	Olga Garza	03/16/2012 10:43 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Mary Flores Started On: 03/13/2012 12:42 PM

Final Approval Date: 03/19/2012

Housing Rehab Program

ENTITY: City of Edcouch

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since March 2011, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project

Estanislado & Dominga Ventura

Family of two (2)
Applicant's age is 88 & wife's age is 83

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$ 261.78
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Disabled
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 12,816.00
HUD Income Limits (family of 2):	$ 31,150.00

Existing Dwelling: 3 bedrooms frame home, built in 1975.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Progreso

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since February 2011, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Victor & Maria Cuellar

Family of four (4)
Applicant's age is 52, wife's age 49, daughter's age 26 and son's age 19

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$30.00
Debt to Income Ratio:	34%
Pay Back:	YES –Payback 60% Deferred Loan- 40%
Number of Bedrooms:	3
Square Feet:	1134
Total annual household income:	$ 30,804.65
HUD Income Limits (family of 4):	$ 38,900.00

Existing Dwelling: 3 bedrooms frame home, built in 1989

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-31474 **9. A.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Monthly collection reports for January and February 2012.

OFFICE	FEES & COST	MONTH
The Hon. Arturo Guajardo, Hidalgo County Clerk	$ 512,099.34	January 2012
The Hon. Jose M. Flores, Comm. Pct. 3, Anzaldua's Park	$ 820.00	February 2012
The Hon. Eddie Guerra, Constable Precinct No. 4	$ 980.00	February 2012

BACKGROUND

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/14/2012 03:37 PM
Erika Zamora	Erika Zamora	03/16/2012 09:48 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Maria Medina Started On: 03/14/2012 12:51 PM

Final Approval Date: 03/19/2012

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

March 13, 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 Reports on the next Commissioners' Court Agenda:

OFFICE	FEES & COST	MONTH
The Hon. Arturo Guajardo, Hidalgo County Clerk	$ 512,099.34	January 2012
The Hon. Jose M. Flores, Comm. Pct. 3, Anzaldua's Park	$ 820.00	February 2012
The Hon. Eddie Guerra, Constable Precinct No. 4	$ 980.00	February 2012

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

THE COUNTY OF HIDALGO TEXAS

Prepared By: Pedro S. PS
Date: 03/12/12

Hidalgo County Clerk
Monthly Report
For the Year Ended January 31, 2012

Fee Account	$	254,417.25
Criminal Court Cost	$	147,907.56
Civil & Probate Court Cost	$	109,774.53
Total January 2012 Collections	$	512,099.34

XI

COUNTY CLERK MONTHLY FEE REPORT

JANUARY
2012
******COUNTY CLERK FEE ACCOUNT******

PBC

RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10				$117,404.50 X5-1
MARRIAGE LICENSES/LGC118.018 (TOTAL)				$10,202.50 X5-1 ✓
STATE COMPTROLLER				
MARRIAGE LICENSE	# Filed	X5-1 333 ✓		$9,990.00 X; X5-1
BIRTH CERTIFICATES	# Filed	X5-1 307 ✓		$552.60 X; X5-1
BIRTH DSHS	# Filed	X5-1 25 ✓		$45.75 X5-1
DECLARATION OF INFORMAL MARRIAGE	# Filed	X5-1 17 ✓		$212.50 X; X5-1
UCC-FINANCING STATEMENTS/BCC9.403				$698.00 X5-1 ✓
LAMINATION				$0.00
VITAL STATISTICS/LGC 118.015				
CERTIFIED COPIES/LGC 118.014				$19,275.65 X5-1 ✓
RETURNED CHECK CHARGE/LGC 118.0215				$40.00 X5-1
REFUNDS				$952.50 X5-1
BEER & WINE PERMITS/ABC 61.31				$0.00
PRINTER FEES/ABC 61.38				$4,688.00 X5-1
RECEIVED ON ACCOUNT				$43,148.50 X; X3-4; X5-1 ✓
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216				$41,285.00 X; X5-1
DIGITAL IMAGE FEES				$4,082.84 X; X5-1
CC RECORDS ARCHIVES FEE LGC 118.025				$44,581.00 X; X5-1
COURTHOUSE SECURITY FUND/LGC 291.008				$8,626.00 X; X5-1
VITAL ARCHIVE FEE HSC 191.0045(h)				$1,046.00 X
OVER/(SHORT)				$4.00 X2; X5-1
INTEREST EARNED				$0.00
ADJUSTMENTS				$0.00
TOTAL CHARGES AND COLLECTIONS				$306,835.34 X2; X5-1; X6-2 ✓
LESS:				
CHARGES ON ACCOUNT				$46,727.84 X; X3-4; X5-1; X6
TOTAL DEPOSITED IN BANK				$260,107.50 X5-1; X6 ✓
LESS:				
PRINTERS FEES/ABC 61.38				$4,688.00 X5-1 ✓
BIRTH DSHS				$45.75 X5-1 ✓
REFUNDS				$952.50 X5-1 ✓
OVER/(SHORT)				$4.00 X5-1 ✓
SUBTOTAL				$5,690.25 X5-1
DUE TO TREASURER				$254,417.25 ✓ X5-1

DISTRIBUTION:			
COUNTY CLERK FEES	1100-341-10-180-002-0-000	$144,041.31 A, WX; X5-1 ✓	
INTEREST EARNED	1100-361-11-000-006-0-000	$0.00 B, WX; X5-1 ✓	
RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216	1237-341-10-180-000-0-000	$41,285.00 C, WX; X5-1 ✓	
DIGITAL IMAGE FEES	1100-341-10-180-013-0-000	$4,082.84 D, WX; X5-1 ✓	
CC RECORDS ARCHIVE FEE LGC 118.025	1100-341-10-180-005-0-000	$44,581.00 E, WX; X5-1 ✓	
COURTHOUSE SECURITY FUND/LGC 291.008	1241-341-10-180-001-0-000	$8,626.00 F, WX; X5-1 ✓	
COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a)	1100-207-20-000-040-0-000	$9,990.00 G, WX; X5-1 ✓	
COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b)	1100-207-20-000-039-0-000	$552.60 H, WX; X5-1 ✓	
COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a)	1100-207-20-000-041-0-000	$212.50 I, WX; X5-1 ✓	
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h)	1100-341-10-180-010-0-000	$1,046.00 J, WX; X5-1 ✓	
DISTRIBUTION TOTAL:		$0.00	$254,417.25 ✓ X5-1

COUNTY AUDITOR'S FORM: ARS-CC-002, PART I
REVISED 2004

PREPARED BY: M Guellar — MARY CUELLAR, DEPUTY CLERK — 02/13/12 DATE

APPROVAL: — ARTURO GUAJARDO, JR. COUNTY CLERK — 02/13/12 DATE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: PS
DATE: 2/16/12 2/18/12

RECEIVED
FEB 14 2012

X1

HIDALGO COUNTY CLERK
CRIMINAL COURT COST
FOR THE MONTH OF JANUARY 2012
PBC

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	$8,495.02
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	$2,986.44
District Attorney/CCP 102.008	1100-341-10-180-009-0-000	$5,284.51
Fines/LGC 113.004	1200-351-10-180-000-0-000	$57,050.13
Trial Fees/CCP 102.003	1100-341-10-180-006-0-000	$0.00
Stenographer/GC 25.1102f	1100-341-10-180-006-0-000	$4,227.37
Crim.Just.Plan.Fd./CCP 102.051 MISD @ $ 5.00, @ $10.00	1100-207-20-000-003-0-000	$0.00
L.E.O.S.E/GC415.082 .. MISD @ $1.00,@$1.50,@$3.50	1100-207-20-000-011-0-000	$0.00
Comp. To Victims Of Crime Fd./CCP 56.55 MISD @$3.00, @$5.00 @$10.00, @$12.50, @$15.00, @$35.00 (CVC)	1100-207-20-000-017-0-000	$0.00
Arrest Fees - State Agency/CCP 102.011		
D.P.S. MISD @ $3.00, @$5.00, @$12.00, @$35.00	1100-207-20-000-019-0-000	$175.50
T.A.B.C. MISD @ $3.00, @$5.00, @$12.00, @$35.00	1100-207-20-000-020-0-000	$21.62
T.P.W. MISD @ $3.00, @$5.00, @$12.00, @$35.00	1100-207-20-000-021-0-000	$0.00
Jury Service Fee/CCP102.0045	1100-207-20-000-053-0-000	$845.38
Jury - County Clerk/CCP102.004	1100-341-10-180-008-0-000	$44.00
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ $1.00	1100-207-20-000-027-0-000	$0.00
Crime Stoppers Assistance Fund/CCP102.013	1100-207-20-000-014-0-000	$0.00
State General Revenue/CCP102.015 ....MISD @ $2.50	1100-207-20-000-010-0-000	$0.00
Comp. Rehab Fund/CCP 102.081 MISD @ $5.00, @ $25.00	1100-207-20-000-008-0-000	$0.00
Breath Alcohol Testing/CCP102.016	1100-207-20-000-006-0-000	$0.00
County Records Mgmt Preservation/CCP102.005/LGC203	1238-341-20-180-001-0-000	$4,755.84
Records Management Preservation - CC/CCP102.005/LGC203	1237-341-10-180-000-0-000	$528.21
Courthouse Security Fund/LGC 291.007 MISD @ $1.00, @ $3.00, @ $5.00	1241-341-10-180-001-0-000	$634.27
Judicial Fund/Criminal CC Stat./GC51.702 #Cases X6 202	1100-207-20-000-046-0-000	$3,170.70
Consolidatred Court Cost(CCC) CCP 102.075 MISD A,B @ $40.00/C @ $17.00	1100-207-20-000-015-0-000	$17,540.98
Fugitive Apprehension Fund (FA)/CCP 102.019 @ $5.00	1100-207-20-000-009-0-000	$0.00
Correctional Management Institute (CMI)	1100-207-20-000-029-0-000	$0.00
County Technology Fund/CCP102.0169	1255-341-10-180-000-0-000	$798.28
DDCF-Drug Court Fund/CCP Art.102.0178 GC Art.102.0215@$50	1100-207-20-000-058-0-000	$6,806.21
DNA TESTING FEE /CCP 102.020	1100-207-20-000-030-0-000	$50.00
Juvenile Crime & Delinquency(JCD)/CCP 102.75(m) @ $0.25	1100-207-20-000-007-0-000	$0.00
Time Payment/GC 133.103 @ $12.50	1100-207-20-000-005-0-000	$2,629.44
Time Payment/GC 133.103 @ $10.00 Appropriation	1100-341-10-180-002-0-000	$2,263.55
Time Payment/GC 133.103 @ $2.50 Admin. Of Justice	1100-341-10-180-003-0-000	$565.90
Juvenile Delinquency Prevention Fund/CCP 102.0171 (Graffiti Eradication)	1240-341-10-180-001-0-000	$0.00
Delinquent Fee	1100-202-00-000-004-0-000	$0.00
Local Transaction Fee/CCP.Art.102.072	1100-341-10-180-004-0-000	$1,432.00
EMS Truama Fund/CCP102.0185	1100-207-20-000-038-0-000	$8,300.00
Public Defense Attorney/CCP26 (Court Ordered Restitution)	1100-351-20-180-001-0-000	$16,799.53
SJFC/LGC133.105, GC102.022	1100-341-10-180-012-0-000	$126.63
SJFS/LCG133.105, GC102.022	1100-207-20-000-054-0-000	$1,138.26
IDR/LGC Sec.133.107	1100-207-20-000-059-0-000	$419.81
Child Safety/CCP 102.01 @ 20.00	1100-341-10-080-005-0-000	
Constable/CCP 102.011	1100-342-10-291-000-0-000	
Failure to Appear-Court	1100-341-10-180-016-0-000	$82.40
Failure to Appear-State	1100-207-20-000-066-0-000	$412.00
Failure to Appear-Vendor	1100-202-00-000-019-0-000	$123.60
SUBTOTAL COURT COSTS....		$147,907.56
Refunds on Probate, etc.		$93.00
Attorney Ad Litem Fees/CP RULE 308a		$0.00
OVER (SHORT)		$0.00
SUBTOTAL		$93.00
TOTAL COUNTY CLERK COLLECTIONS		$148,000.56

RECEIVED
FEB 14 2012
HIDALGO COUNTY AUDITOR'S OFFICE

PREPARED BY: IRISELA MCNAMER — 02/13/12 DATE

APPROVAL: COUNTY CLERK — 02/13/12 DATE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 2/16/12 2/18/12

X2

HIDALGO COUNTY CLERK
CIVIL AND PROBATE COURT COST
MONTHLY REPORT
JANUARY 2012
PBC

County Clerk/CCP102.005,LGC118.052,LGC118.015		1100-341-10-180-002-0-000	$26,748.89
Sheriff/CCP 102.011		1100-342-10-180-001-0-000	$6,132.00
County Judge/LGC 118.101		1100-341-10-180-001-0-000	$312.00
Library/LGC 323.023		1247-341-10-180-001-0-000	$12,005.00
Stenographer/GC 25.1102f		1100-341-10-180-006-0-000	$8,040.00
Jury Fees/CCP102.004-5,CP RULE 216,GC51.60A		1100-341-10-180-008-0-000	$1,892.00
Probate Judge Education Fd/LGC 118.064		1100-341-10-180-007-0-000	$171.00
General Fund Miscellaneous Revenues		1100-360-00-000-000-0-000	$0.00
Indigent Civil Legal Services/G.C. 51.901 @ $5.00 & $10.00 359@$10	#Cases X6 359	1100-207-20-000-048-0-000	$3,590.00
Probate Indigent Civil Legal Services/G.C. 51.901 @ $5.00 & $10 61@$10	#Cases X6 61	1100-207-20-000-047-0-000	$610.00
Court Reporter Service Fee/GC51.601		1239-341-10-180-001-0-000	$5,145.00
Court Record Preservation Fee/GC51.708		1238-341-10-180-001-0-000	$4,040.00
Bond Forfeitures/CCP22.16		1200-352-10-180-001-0-000	$126.65
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ $5.00, @ $10.00		1238-341-20-180-001-0-000	$2,100.00
Courthouse Security Fund/LGC 291.007 MISD @ $1.00, @ $3.00, @ $5.00		1241-341-10-180-001-0-000	$2,036.00
Judicial Fund/Civil CC Stat./GC51.702 343@$40	# Cases X6 343	1100-207-20-000-043-0-000	$13,720.00
Judicial Fund - Civil Support/GC102.083/LGC133.154 343@$42	# Cases X6 343	1100-207-20-000-055-0-000	$14,406.00
Judicial Fund/Civil CC Stat. Probate/GC51.702	# Cases X6 61	1100-207-20-000-042-0-000	$2,440.00
SCIG-Probate Filing Fee	# Cases X6 59	1250-341-10-180-001-0-000	$1,180.00
Appellate Judicial System Fund GC 22.2141		1100-207-20-000-001-0-000	$2,020.00
District Attorney Bond Forfeitures Commission/GC41.005		1100-341-10-080-011-0-000	$14.90
Registry Administration Fee/LGC 117.055		1100-341-10-180-002-0-000	$2,201.50
Non-Disclosure Fee / GC 411.081(d)	# Cases 0	1100-207-20-000-037-0-000	$0.00
Interest Earnings		1100-361-11-000-006-0-000	$23.59
E-File Fee/GC2054.111		1100-341-10-180-002-0-000	$820.00

TOTAL DUE TO TREASURER		$109,774.53
Refunds Due	$521.00	
OVER (SHORT)	$0.00	
SUBTOTAL		$521.00
TOTAL COUNTY CLERK COLLECTIONS		$110,295.53

PREPARED BY: IRISELA MCNAMER — ~~02/13/12~~ DATE

APPROVAL: COUNTY CLERK — 02/13/12 DATE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: BS
DATE: 2/16/12 2/18/12

X2

HIDALGO COUNTY, TEXAS
ANZALDUAS PARK, PRECINCT 3
MONTHLY REPORT FOR THE MONTH ENDING
February 29, 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	2/1/2012									
2	2/2/2012								231	
3	2/3/2012								231	
4	2/4/2012	351622	351640	19	$ 76.00	$ 76.00	2/4/2012	153273	231	00540
5	2/5/2012	351641	351643	3	$ 12.00	$ 12.00	2/5/2012	153274	231	00541
6	2/6/2012								231	
7	2/7/2012								231	
8	2/8/2012								231	
9	2/9/2012								231	
10	2/10/2012								231	
11	2/11/2012	351644	351672	29	$ 116.00	$ 116.00	2/11/2012	153436	231	00542
12	2/12/2012	351673	351695	23	$ 92.00	$ 92.00	2/12/2012	153437	231	00543
13	2/13/2012								231	
14	2/14/2012								231	
15	2/15/2012								231	
16	2/16/2012								231	
17	2/17/2012								231	
18	2/18/2012	351696	351715	20	$ 80.00	$ 80.00	2/18/2012	153655	231	00544
19	2/19/2012	351716	351767	52	$ 208.00	208.00	2/19/2012	153657	231	00545
20	2/20/2012								231	
21	2/21/2012								231	
22	2/22/2012								231	
23	2/23/2012								231	
24	2/24/2012								231	
25	2/25/2012	351768	351785	18	$ 72.00	$ 72.00	2/25/2012	153771	231	00546
26	2/26/2012	351786	351826	41	$ 164.00	$ 164.00	2/26/2012	153772	231	00547
27	2/27/2012								231	
28	2/28/2012								231	
29	2/29/2012								231	
30									231	
31									231	

205 x $4.00 $ 820.00

TOTAL AMOUNT DUE TO GENERAL FUND------**1100-347-40-123-000-0-000**---------- $ 820.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND---------- $ 820.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER---------- $ -

X10

PREPARED BY: Sergio A. Saenz DATE: 2/28/12

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOSE M. FLORES
COMMISSIONER PRCT NO. 3

Feb. 29-2012
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 3/5/12 3/5/18

X2
X1

CONSTABLE, PCT. 4 EDDIE [illegible]ERRA MONTHLY REPORT

For the Month Ending FEBRUARY 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
2/8/2012	ACQUISITION INC	CO2 & ONESIMO MARTINEZ	9641-4	CV41C0195785	CITATIONS (2)	X		X					153373	$140.00
2/13/2012	CENTER POINT ENERGY	HORIZON COMM	9642-4	988704-801	WRIT OF GARNISH (1)	X			X				153453	$80.00
2/16/2012	HAMSON PIPE & CAST LLC	SUSCOM INC	9643-4	DC-11-13833-H	CITATION (1)	X				X			153612	$70.00
2/17/2012	JOSE LUIS ALONZO JR	CARBILLS S.A. & STERLING KIN	9644-4	CL-12-0483-G	CITATIONS (2)		X		X				153609	$140.00
2/21/2012	A & Z TIRE & BATTERY INC	OSCAR DURAN	9645-4	C-500-11-H	WRIT OF EXECUTION (1)		X			X			153644	$200.00
2/21/2012	GONZALEZ FURNITURE	LYNN VALDIVIA/ALFREDO CANTU	9646-4	0395 -12-21/C-0397-12-	CITATIONS (3)		X	X					153644	$210.00
2/23/2012	BKD INC/FIVESTAR ENTERPRIS	STEVEN ROBERT SANDERS	9647-4	SC51C0126306	CITATION (1)	X			X				153715	$70.00
2/29/2012	LAW & ORDER RECORD RETRIEVAL INC	DANIEL SANTOS	9648-4	30-S-12-00102-01	CITATION (1)	X		X					153870	$70.00
													Page Total	$980.00
													Grand Total	$980.00

RECEIVED BY COUNTY AUDITOR 2012 MAR -1 AM 9:18

X20

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 4

Prepared by: Nancy Pena

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [signature]
DATE: 3/2/12 3/5/12

X3

AI-31499 **9. B.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Ray Eufracio, CPA Submitted By: Becky Morales, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Approval of Monthly Financial Report for the Month of February 2012

BACKGROUND

Reports will be distributed before Commissioners Court.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/15/2012 07:05 AM
Erika Zamora	Erika Zamora	03/16/2012 09:48 AM
Auditor's Office	Arcilia Duran	03/16/2012 10:10 AM

Form Started By: Becky Morales Started On: 03/14/2012 04:03 PM

Final Approval Date: 03/16/2012

AI-31611 **10. A.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Funded Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. paying account for claims paid by Tristar Risk Management in the amount of $ 74,589.83 for the period of March 1-15, 2012 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/22/2012 01:17 PM
Olga Garza	Olga Garza	03/22/2012 03:04 PM
Auditor's Office	Arcilia Duran	03/23/2012 08:58 AM

Form Started By: Flora Vazquez Started On: 03/22/2012 10:27 AM

Final Approval Date: 03/23/2012

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

March 16, 2012

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 88914

Loss Replenishment

Re: Workers Compensation

Losses Paid 3/1-3/15/12 (Check#509667-509900)	74,589.83
TOTAL CURRENT CHARGES	$ 74,589.83
Previous Balance Due	$ 54,254.60
Payments and Credits	
03/16/12 Payment received - thank you	54,254.60CR
Total Payments and Credits	$ 54,254.60CR
Total Balance Due	$ 74,589.83

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: March 01-15, 2012 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 74,589.83 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 03/01-15/2012

(Check# 509667-509900)

1). Hidalgo County	$ 56,366.47	
2). Hidalgo County Headstart Program	$ 18,223.36	
3). Community Service Agency		
4). Drainage District #1	$ -	$ 74,589.83

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of March 27, 2012.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: $ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 75,410.17

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Flora Vargas — 3/23/2012
Employee Benefits Director — Date

[signature] — 3/23/2012
Budget Officer — Date

Commissioner's Court Approval — Date

Custom Payment Total

Hidalgo County WC losses paid 3/1-3/15/12

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
				Alternate Organization 1 Total:	128					18,223.36
Alternate Organization 1 : Hidalgo County										
				Alternate Organization 1 Total:	335					56,366.47
				Grand Total:	463					74,589.83

AI-31414 **10. B.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Sergio Cruz Submitted By: Angelica Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to transfer $692,638.48 to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield Insurance Claims paid for period 03/03/12 to 03/16/12.

03/03-09/2012	$359,040.76
03/10-16/2012	$333,597.72
TOTAL	$692,638.48

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS CERT

BCBS INVOICE

03-03-09-12

03-10-16-2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/19/2012 02:48 PM
Olga Garza	Olga Garza	03/22/2012 09:14 AM
Auditor's Office	Arcilia Duran	03/23/2012 09:11 AM

Form Started By: Angelica Tapia Started On: 03/08/2012

Final Approval Date: 03/23/2012

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **March 03, 2012 thru March 16, 2012.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$692,638.48.**

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District No.1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 03/03/2012 to 03/16/2012 is $692,638.48.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of March 27, 2012.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Head Start Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Dilora Vargas — 3/19/2012
Employee Benefits Manager — Date

3/19/2012
Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 03/03/2012 - 03/09/2012 Process Date: 03/09/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 03/03/2012 - 03/09/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$415,527.45	$308,809.80	$45,812.95	$0.00	$262,996.85	2,518
TX433	01	002	HEAD START	$46,848.37	$21,123.13	$8,456.03	$0.00	$12,667.10	593
TX433	01	003	APPRAISAL DISTRICT	$9,364.62	$4,404.98	$1,844.04	$0.00	$2,560.94	125
TX433	01	004	COMMUNITY SERVICE	$7,969.52	$6,369.99	$770.40	$0.00	$5,599.59	91
TX433	01	005	DRAINAGE DISTRICT	$10,466.11	$3,771.13	$1,537.54	$0.00	$2,233.59	64
TX433	01	006	RETIREES	$9,482.68	$4,931.93	$3,261.94	$0.00	$1,669.99	55
TX433	01	007	COBRA	$10,990.47	$10,987.33	$2,038.84	$0.00	$8,948.49	18
			STOPLOSS	($1,357.53)	($1,357.53)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$510,649.22	$360,398.29	$63,721.74	$0.00	$296,676.55	3,464
			STOPLOSS Total	($1,357.53)	($1,357.53)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$509,291.69	$359,040.76	$63,721.74	$0.00	$296,676.55	3,464

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 03/10/2012 - 03/16/2012 Process Date: 03/16/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 03/10/2012 - 03/16/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$684,925.08	$269,397.63	$59,753.78	$0.00	$209,643.85	2,524
TX433	01	002	HEAD START	$93,784.09	$46,935.72	$14,322.12	$0.00	$32,613.60	675
TX433	01	003	APPRAISAL DISTRICT	$13,942.30	$4,577.68	$1,951.43	$0.00	$2,626.25	87
TX433	01	004	COMMUNITY SERVICE	$10,237.54	$2,268.02	$1,029.15	$0.00	$1,238.87	31
TX433	01	005	DRAINAGE DISTRICT	$15,252.69	$4,786.58	$1,673.37	$0.00	$3,113.21	97
TX433	01	006	RETIREES	$14,515.80	$5,033.12	$2,789.50	$0.00	$2,243.62	49
TX433	01	007	COBRA	$11,589.44	$598.97	$113.55	$0.00	$485.42	6
			STOPLOSS	($1,357.53)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$844,246.94	$333,597.72	$81,632.90	$0.00	$251,964.82	3,469
			STOPLOSS Total	($1,357.53)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$842,889.41	$333,597.72	$81,632.90	$0.00	$251,964.82	3,469

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **03/03/2012 to 03/09/2012**

SECTION		
0001-0011	HIDALGO COUNTY	$308,809.80
0002-0012	HEAD START	$21,123.13
0003-0013	APPRAISAL DISTRICT	$4,404.98
0004-0014	COMMUNITY SERVICE AGENCY	$6,369.99
0005-0015	DRAINAGE DISTRICT NO.1	$3,771.13
0006-0016	RETIREES	$4,931.93
9001-9002	COBRA	$10,987.33
	STOP LOSS	($1,357.53)
	TOTAL	$359,040.76

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **03/10/2012 to 03/16/2012**

SECTION		
0001-0011	HIDALGO COUNTY	$269,397.63
0002-0012	HEAD START	$46,935.72
0003-0013	APPRAISAL DISTRICT	$4,577.68
0004-0014	COMMUNITY SERVICE AGENCY	$2,268.02
0005-0015	DRAINAGE DISTRICT NO.1	$4,786.58
0006-0016	RETIREES	$5,033.12
9001-9002	COBRA	$598.97
	STOP LOSS	$0.00
	TOTAL	$333,597.72

AI-31343 **11. A.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

WIC:

Acceptance and approval of training services proposal submitted by (WCT) World Class Training for "The 21st Century Supervisor" for the provision of services for WIC employees on Wednesday, April 18, and Friday, April 20, 2012 (2 Full Days) at the Mcallen Chamber of Commerce (subject to change) in Mcallen, Texas including authority for County Judge or Court member to sign document/proposal as required by WCT in the amount of $3,450.00 thru requisition 212895.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-001-2-584

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

BUDGETARY IMPACT:

Funds available through Requisition#212895 in the amount of $3,450.00 as of 3/21/12 for World Class Training.

Attachments

World Class Training

LEGAL LETTER

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Blanca Mayorga Started On: 03/05/2012 09:57 AM

Final Approval Date: 03/19/2012

Requisition
W.I.C. PROGRAM

Req # 00212895
PO #
Date: 03/14/12

Bill To: x
x

Vendor : 394386
WORLD CLASS TRAINING
7580 U.S. MILITARY
BROWNSVILLE TX 78523
FAX (956)547-9909

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:
CC: 3/20/12

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		21ST CENTURY SUPERVISOR TRAINING, APRIL 18, 2012, MCALLEN CHAMBER OF COMMERCE, MCALLEN, TX DO NOT DUPLICATE ORDER		
1.00	LOT	IN HOUSE TRAINING FOR WIC SUPERVISORS 21ST CENTURY SUPERVISOR @THE MCALLEN CHAMBER OF COMMERCE, MCALLEN TX. FOR APRIL 18, 2012.	3,450.00	3,450.00
		Account No	Encumbrance	
		2-1292-441-00-350-001-2-584	3,450.00	
			Freight	.00
			Total	3,450.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WCT | Training
World Class Training Solutions

TRAINING PROPOSAL/ AGREEMENT

Amended

March 14, 2012

Dear Norma Longoria:

World-Class Training hereby proposes to provide an in-house presentation for your staff.

The details are as follows:

COURSE TITLE (TOPICS TO BE COVERED):

THE 21st CENTURY SUPERVISOR

- Understanding Today's Supervisory Challenges
- Providing Effective Leadership
- Communicating Effectively
- Appraising Employee Performance
- Managing Workplace Negativity
- Personal Development: Managing Priorities & Time

DATES/ DURATION:

Wednesday, April 18, and Friday, April 20, 2012 (2 full days)

LOCATION: McAllen Chamber of Commerce (subject to change)
1200 Ash Avenue
McAllen, Texas United States 78501

COST:

On-Site Training $2,950.
plus the cost of the facility, not to exceed $500.

Full tuition is due within ten (10) business days following program completion.

Please note: In addition to the previous pricing, the client is responsible for all facilities, audio-visual equipment, and any other expenses incurred in the production of this workshop. All prices are quoted in U.S. dollars.

CANCELLATION POLICY:

If you cancel your workshop less than 10 business days prior to the event, a **$750** penalty will be charged. Also, any costs that WCT has incurred prior to the cancellation date will be charged to your company. **Please note**, if you schedule another in-house workshop, the **$750** penalty will be deducted from your final invoice.

EQUIPMENT REQUIRED & CLASSROOM SET-UP:

WCT will provide a diagram for the classroom set-up and communicate equipment requirements seven days prior to the workshop.

We shall contact you approximately two weeks prior to your workshop to review the final details of your program. Please do not hesitate to contact us if you need further information for your planning.

Yours truly,

Martha Valdez

Martha Valdez, MBA, PHR
Sr. Professional Skills Trainer &
HRM Consultant

ACCEPTANCE OF PROPOSAL

The proposed price, terms and conditions are hereby accepted by the Hidalgo County W.I.C., 3105 W. University Drive, Edinburg, Texas 78539. You are authorized to present W.I.C. with the training program herein proposed.

ACCEPTED:

Authorized Signature _____ Date ___/___/___

Official Title _____

Please mail, fax, or e-mail your signed agreement to:

World-Class Training
Attn: Registration

P.O. Box 4046
Brownsville, TX. 78523-4046
tel: 956-504-9287
fax: 956-547-9909
info@worldclasstraining.org
www.worldclasstraining.org

Blanca Mayorga

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, March 22, 2012 10:56 AM
To: 'Martha Salazar'
Cc: 'Blanca Mayorga'; 'mague.gonzalez'
Subject: RE: Agenda Item #AI-31343

I have reviewed and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, March 15, 2012 11:09 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Blanca Mayorga'; 'mague.gonzalez'
Subject: FW: Agenda Item #AI-31343
Importance: High

Ms. Josephine:
Please review and comment as to form. On Consent Agenda for 3-27-12.
Thanks,
Marty

From: Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]
Sent: Thursday, March 15, 2012 9:56 AM
To: 'Martha Salazar'
Cc: 'Mague Gonzalez'
Subject: Agenda Item #AI-31343

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

AI-31496 **11. B.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Request approval for Application for Payment No. 1 in the amount of $62,343.36 submitted by Alpha Building Corp awarded JOC through HCDE-Choice Facility Partners; Pursuant to action taken by CC on 10/18/2011 for proposed Renovations and Additions to Elections Warehouse (Project #2011-147-09-20-MSS) and as certified by project architect Dannenbaum Engineering.

2. Requesting approval of Change Directive No. 1 in connection with the "Renovations and Additions to Elections Warehouse" submitted by contracted architect, Mr. Steve McGarraugh, AIA, Dannenbaum Engineering, for Alpha Building Corporation project awarded JOC vendor with authority for County Judge or Court member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1301-414-00-130-020-0-452

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

BUDGETARY IMPACT:

Change directive #1 will be paid through contingency line 194 of P.O. 667685 on Sage
Already included in P.O.

Attachments

Alpha Pay Appl #1

Elections Whse -Chg Directive 1

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Moises Salazar Started On: 03/14/2012

Final Approval Date: 03/19/2012

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: County of Hidalgo
2812 So. Bus 281 & Corner of Canton
Edinburg, TEXAS 78539

PROJECT: 1240006 Hidalgo Cty Elect Metal Bl

APPLICATION NO: 00001
PERIOD TO: 1/31/2012
PROJECT NOS.: 667685

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: Alpha Building Corporation
222 E. Van Buren #503
Harlingen, TEXAS 78550

VIA ARCHITECT: County of Hidalgo
2812 So. Bus 281 & Corner of Ca
Edinburg, TEXAS 78539

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$418,778.35
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1 ±2)		$418,778.35
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$65,624.59
5. RETAINAGE:		
a. 5.000 % of Completed Work (Columns D + E on G703)	$3,281.23	
b. 5.000 % of Stored Material (Columns F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total in Columns I on G703)		$3,281.23
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$62,343.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$0.00
8. CURRENT PAYMENT DUE		$62,343.36
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$356,434.99	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Alpha Building Corporation

By: _____ Date: 1-31-12

Gustavo Grajales

State of: Texas
County of: Cameron
Subscribed and sworn to before me this 31 day of January 2012

JESSICA A. HANSEN
Notary Public, State of Texas
My Commission Expires
October 27, 2015

Notary Public: J Hansen
My Commission expires: 10/27/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $62,343.36

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: County of Hidalgo

By: _____ AIA Date: 3/8/2012

~~Oscar Garza~~

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00001
APPLICATION DATE:
PERIOD TO: 1/31/2012
ARCHITECT'S PROJECT NO.: 667685

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
0000010	General Superintendent	$14,778.35	$0.00	$3,694.59	$0.00	$3,694.59	25.000	$11,083.76	$0.00
0000020	Bond	$11,800.00	$0.00	$11,800.00	$0.00	$11,800.00	100.000	$0.00	$0.00
0000030	Temp Toilets	$1,000.00	$0.00	$250.00	$0.00	$250.00	25.000	$750.00	$0.00
0000040	Container	$2,500.00	$0.00	$625.00	$0.00	$625.00	25.000	$1,875.00	$0.00
0000050	Clean up	$1,500.00	$0.00	$0.00	$0.00	$0.00	0	$1,500.00	$0.00
0000060	Mobilization	$3,900.00	$0.00	$3,900.00	$0.00	$3,900.00	100.000	$0.00	$0.00
0000070	Demolition asphalt	$10,000.00	$0.00	$10,000.00	$0.00	$10,000.00	100.000	$0.00	$0.00
0000080	Clearing and grubbing	$3,500.00	$0.00	$2,800.00	$0.00	$2,800.00	80.000	$700.00	$0.00
0000090	Strip, stock	$1,500.00	$0.00	$1,500.00	$0.00	$1,500.00	100.000	$0.00	$0.00
0000100	Flexible base	$5,000.00	$0.00	$2,500.00	$0.00	$2,500.00	50.000	$2,500.00	$0.00
0000110	Earthwork	$2,500.00	$0.00	$1,875.00	$0.00	$1,875.00	75.000	$625.00	$0.00
0000120	Foundation/Sidewalks prep	$2,500.00	$0.00	$1,250.00	$0.00	$1,250.00	50.000	$1,250.00	$0.00
0000130	Asphalt pavement	$7,500.00	$0.00	$0.00	$0.00	$0.00	0	$7,500.00	$0.00
0000140	Striping/markings	$2,500.00	$0.00	$0.00	$0.00	$0.00	0	$2,500.00	$0.00
0000150	Concrete finish	$7,500.00	$0.00	$0.00	$0.00	$0.00	0	$7,500.00	$0.00
0000160	Concrete foundation/sidewalk/footings	$23,000.00	$0.00	$0.00	$0.00	$0.00	0	$23,000.00	$0.00
0000170	Rebar	$8,500.00	$0.00	$0.00	$0.00	$0.00	0	$8,500.00	$0.00
0000180	Forming	$3,200.00	$0.00	$2,880.00	$0.00	$2,880.00	90.000	$320.00	$0.00
0000190	Pre-fabricated building - Mtl	$41,000.00	$0.00	$12,300.00	$0.00	$12,300.00	30.000	$28,700.00	$0.00
0000200	Pre-fabricated building Lbr	$9,500.00	$0.00	$0.00	$0.00	$0.00	0	$9,500.00	$0.00
0000210	Canopy Mtl	$8,500.00	$0.00	$0.00	$0.00	$0.00	0	$8,500.00	$0.00
0000220	Canopy Lbr	$3,500.00	$0.00	$0.00	$0.00	$0.00	0	$3,500.00	$0.00
0000230	Hollow metal doors and frames - mtl	$13,500.00	$0.00	$0.00	$0.00	$0.00	0	$13,500.00	$0.00
0000240	Hollow metal doors and frames - lbr	$3,500.00	$0.00	$0.00	$0.00	$0.00	0	$3,500.00	$0.00
0000250	Glazing	$3,000.00	$0.00	$0.00	$0.00	$0.00	0	$3,000.00	$0.00
0000260	Metal stud framing	$13,500.00	$0.00	$0.00	$0.00	$0.00	0	$13,500.00	$0.00
0000270	Wall board	$8,900.00	$0.00	$0.00	$0.00	$0.00	0	$8,900.00	$0.00
0000280	Insulation	$7,500.00	$0.00	$0.00	$0.00	$0.00	0	$7,500.00	$0.00
0000290	Ceramic tile	$3,000.00	$0.00	$0.00	$0.00	$0.00	0	$3,000.00	$0.00
0000300	Acoustical ceiling	$6,800.00	$0.00	$0.00	$0.00	$0.00	0	$6,800.00	$0.00
0000310	Flooring	$5,000.00	$0.00	$0.00	$0.00	$0.00	0	$5,000.00	$0.00
0000320	Painting	$9,500.00	$0.00	$0.00	$0.00	$0.00	0	$9,500.00	$0.00
0000330	Partitions	$5,000.00	$0.00	$0.00	$0.00	$0.00	0	$5,000.00	$0.00
0000340	Toilet accessories	$2,300.00	$0.00	$0.00	$0.00	$0.00	0	$2,300.00	$0.00

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In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00001
APPLICATION DATE:
PERIOD TO: 1/31/2012
ARCHITECT'S PROJECT NO.: 667685

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
0000350	HVAC AHU - Mtl	$6,500.00	$0.00	$0.00	$0.00	$0.00	0	$6,500.00	$0.00
0000360	HVAC AHU - lbr	$2,500.00	$0.00	$0.00	$0.00	$0.00	0	$2,500.00	$0.00
0000370	Duct - mtl & lbr	$15,000.00	$0.00	$0.00	$0.00	$0.00	0	$15,000.00	$0.00
0000380	Duct install	$7,500.00	$0.00	$0.00	$0.00	$0.00	0	$7,500.00	$0.00
0000390	Air outs/inlets - mtl	$2,500.00	$0.00	$0.00	$0.00	$0.00	0	$2,500.00	$0.00
0000400	Air outs/inlets - lbr	$800.00	$0.00	$0.00	$0.00	$0.00	0	$800.00	$0.00
0000410	Exhaust fans - mtl	$350.00	$0.00	$0.00	$0.00	$0.00	0	$350.00	$0.00
0000420	Exhaust fans - lbr	$200.00	$0.00	$0.00	$0.00	$0.00	0	$200.00	$0.00
0000430	HVAC piping	$500.00	$0.00	$0.00	$0.00	$0.00	0	$500.00	$0.00
0000440	HVAC Insulation	$5,000.00	$0.00	$0.00	$0.00	$0.00	0	$5,000.00	$0.00
0000450	HVAC start up	$500.00	$0.00	$0.00	$0.00	$0.00	0	$500.00	$0.00
0000460	Sanitary underground	$8,500.00	$0.00	$7,650.00	$0.00	$7,650.00	90.000	$850.00	$0.00
0000470	Domestic water	$1,000.00	$0.00	$500.00	$0.00	$500.00	50.000	$500.00	$0.00
0000480	Plumbing Rough in	$3,500.00	$0.00	$2,100.00	$0.00	$2,100.00	60.000	$1,400.00	$0.00
0000490	Plumbing fixtures - mtl	$9,500.00	$0.00	$0.00	$0.00	$0.00	0	$9,500.00	$0.00
0000500	Plumbing fixtures - lbr	$1,500.00	$0.00	$0.00	$0.00	$0.00	0	$1,500.00	$0.00
0000510	Drains/carriers/cleanouts	$1,500.00	$0.00	$0.00	$0.00	$0.00	0	$1,500.00	$0.00
0000520	Water heater	$750.00	$0.00	$0.00	$0.00	$0.00	0	$750.00	$0.00
0000530	Data drops	$5,000.00	$0.00	$0.00	$0.00	$0.00	0	$5,000.00	$0.00
0000540	Gear & lighting package	$30,000.00	$0.00	$0.00	$0.00	$0.00	0	$30,000.00	$0.00
0000550	Electrical rough in	$11,000.00	$0.00	$0.00	$0.00	$0.00	0	$11,000.00	$0.00
0000560	Feeders	$12,500.00	$0.00	$0.00	$0.00	$0.00	0	$12,500.00	$0.00
0000570	Trim out	$9,500.00	$0.00	$0.00	$0.00	$0.00	0	$9,500.00	$0.00
0000580	HVAC Equipment connection	$1,500.00	$0.00	$0.00	$0.00	$0.00	0	$1,500.00	$0.00
0000590	Contingency Allowance	$25,000.00	$0.00	$0.00	$0.00	$0.00	0	$25,000.00	$0.00
		$418,778.35	$0.00	$65,624.59	$0.00	$65,624.59	15.67%	$353,153.76	$0.00

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G703-1992

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Alpha Building Corporation

TRANSMITTAL No.

222 E. Van Buren #503
Harlingen, TX. 78550

Phone: 956-622-3242
Fax: 956-622-3102

PROJECT: Hidalgo County Elections Metal Bldg.

DATE: 02/10/2012

TO: County of Hidalgo
2812 So. Business 281
Corner of Canton
Edinburg, TX 78539

REF:

Job: #1240006

ATTN: Oscar Garza

RECEIVED FEB 10 2012 By

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
☐ Shop Drawings	☐ Approval	☐ Approved as Submitted
☐ Letter	☐ Your Use	☐ Approved as Noted
☐ Prints	☐ As Requested	☐ Resubmit
☐ Change Order	☐ Review and Comment	☐ Submit
☐ Plans	☐ Other:	☐ Returned
☐ Samples	**SENT VIA:**	☐ Returned for Corrections
☐ Specifications	☐ Attached	☐ Due Date:
☐ Other:	☐ Separate Cover Via:	☐ Other:

SUBMITTAL	DRAWING	ITEM NO.	COPIES	DATE	DESCRIPTION
Application for payment			2		

REMARKS:

Please Review

Signed: _____

Date: _____

AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)*
Hidalgo County Purchasing Dept.
2812 South Business Hwy 281
Edinburg, Texas 78539

TO CONTRACTOR: *(Name and address)*

Alpha Building Corporation
5541 Bear Lane #201
Corpus Christi, TX 78504

DIRECTIVE NUMBER: 001
DATE: 2/9/12
CONTRACT FOR: General Construction

CONTRACT DATED: December 12, 2011
(Purchase Order Date)
ARCHITECT'S PROJECT NUMBER: 28237

OWNER: ☒
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Perform construction service as described in attached Change Order Request.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☐ • Lump Sum decrease of $0.00
   - ☐ • Unit Price of $ per
   - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
   - ☒ • As follows: Work as described above shall be paid for throught the Owner's Contingency fund. The cost of the work is $4,022. 89. The Owner's remaining Contingency fund balance is $25,000.00 upon acceptance of this Directive, the remaining balance shall be $21, 977.11

2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Halff Associates, Inc.	Hidalgo County Purchasing Dept.	Alpha Building Corp.
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
5000 West Military Ste. 100 McAllen, Texas 78501	2812 South Highway 281 Edinburg, Texas 78539	5541 Bear Lane #201 Corpus Christi, Texas 78504
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Merton J. Murray		Fred Lozano Jr.
(Typed name)	*(Typed name)*	*(Typed name)*
2/9/2012		2-13-2012
DATE	**DATE**	**DATE**

Dannenbaum Eng Co. McAllen LLC
Steven L McGarraugh, AIA
2/9/2012

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User Notes: (795042386)

Alpha Building Corporation

5541 Bear Lane #201
Corpus Christi, TX 78504
361-299-6292 Fax 361-299-6374

Scope of Work Proposal

Request for Change Order

For

Hidalgo County
Edinburg, TX 78539

Date: 01/26/2012

Title: Hidalgo County Elections Department
Renovations and Additions to Elections Department
Warehouse Located on 317 N. Closner

Project # 201-147-09-20 MSS **Location:** Edinburg, TX

Dear Trey,

We are pleased to provide you with our change order for the **Hidalgo County Elections Department Renovations and Additions to Elections Department Warehouse** project. Please see accompanying scope of work. Alpha Building Corporation is extending this price to Hidalgo County under HCDE JOC RFP# 101030JC-HCDE State Wide.

If you have any questions concerning this proposal or we may be of assistance in any other way please don't hesitate to call on me. We look forward to working with you.

Warmest Regards,

Fred Lozano
956-343-1101

Description of Work

Project Cost: $4,022.89

Scope of Work: Provide all labor, equipment and material necessary to perform the additional changes to the exterior of building. Install ceramic tile, install decorative light fixtures. Install exterior EFIS Columns, and rod iron fencing. As to Halff Engineers-Architects- Scientist-Planners- Surveyors plans and specifications "Hidalgo County Elections Warehouse Renovation Edinburg Texas Volume II" Menton J. Murray PE 87004 date 8-18-11 and additional sheets A1.01, A2.01, and A5.01

Staging and Protection:

- Establish with the owner's direction an area for storage of materials and spoils.
- Provide protection to existing construction during all phases.
- Dispose of all construction spoils by dumpster or direct haul off.

Assumption:

Material and labor associated with unforeseen or unexpected conditions are not included with this scope of work and proposal. Any costs associated with unforeseen or unexpected conditions are above and beyond this scope of work and will incur additional cost above and beyond those proposed with this scope of work. Move will take place weather permitting

Exclusions:

- *Hazardous material surveys, work, and clearances are not included in this scope of work and are to be completed by others.*
- *Delay in project caused by owner, acts of god, or inclement weather*
- *Work not specified in plans*

Clarifications:

No work on change variances (orders) will be performed without written and documented authorized documentation.

General Assumptions:

- Hazardous material work or clean up is neither expected nor priced in this proposal.
- Special lead time equipment and materials. TBD
- Interface with existing structure: *Yes*

- Possible disruption to building personnel and plans to minimize: Area to be inaccessible to general public during installation time of section.
- Outages: *None*
- Special training/Orientation Requirements: *None*
- Work to be performed during non-normal hours: *None*
- Outage Coordination: *Alpha supt. and County designates*
- Schedule Issues: *None*
- Special Issues: *None*
- Special Security Requirements: *Protection of general public*
- Significant Milestones: *None*
- Hazardous Materials: *None*

Quality Assurance Considerations: A pre-final inspection will be held 1 day prior to final completion date. Any items identified will be corrected before request for final inspection.

I. STAFFING PLAN:

A. Project Manager: *Fred Lozano*
B. Superintendent: *Xavier Lopez*
C. Quality Control Coordinator:
D. Subcontractors:

II. PERMITS: To be provided by General Contractor and Transporter.

A. Demo:
B. Burning: Welding: Cutting:

SUBMITTAL REQUIREMENTS: TBD

III. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By:
Fred Lozano

Approved By:
_____ *Date*_____

Final Estimate

Fred Lozano
Alpha Building Corporation
RFP# 10/030JC - HCDE Statewide
Renovations and Additions to the Elections Dept. Warehouse

Estimator: Fred Lozano

Additional Changes to Meet Permit Requirments

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	$1,695.00
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$1,407.40	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	$2,187.00	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternates	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		**MF04 Bare Total (Without totalling components)**	**$5,289.40**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)			

Totalling Components

RSMeans Subtotal	$5,289.40	CCI Installation Adjustment (McAllen) (6.0000%)	$131.20
RSMeans MCALLEN, TX CCI 2011Q4, 79.30%	$(1,094.91)	JOC Coefficient Standard (-7.0000%)	$(302.80)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$1,584.37
Labor:	$2,186.73
Equipment:	$59.56
Other:	$1,458.74
Laborhours:	58.00
Green Line Items:1	$1,126.40

Priced/Non-Priced

Total Priced Items:	8	$5,289.40	
Total Non-Priced Items:	0	$0.00	0.00%
	8	$5,289.40	

Grand Total **$4 022.89**

Estimator: Fred Lozano — **Additional Changes to Meet Permit Requirments**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
07 - Thermal and Moisture Protection							
1	07-24-13-10-0095	Exterior insulation and finish systems, field applied, 1" expanded polystyrene insulation	S.F.	128.0000	$8.80	$1,126.40	RSM11FAC Gm, M, L, E, O&P
2	07-25-10-10-9960	Weather barriers, minimum labor/equipment charge	Job	1.0000	$281.00	$281.00	RSM11FAC L, O&P
		07 - Thermal and Moisture Protection Total				**$1,407.40**	
09 - Finishes							
3	09-24-23-40-1500	Stucco, exterior stucco, with bonding agent, 3 coats, excluding mesh, columns	S.Y.	15.0000	$29.50	$442.50	RSM11FAC M, L, E, O&P
4	09-24-23-40-1550	Stucco, 3 coats and exterior stucco, minimum labor/equipment charge	Job	2.0000	$500.00	$1,000.00	RSM11FAC L, O&P
5	09-30-13-10-3270	Ceramic tile, floors, glazed, thin set, color group 1, 12" x 12" tile	S.F.	55.0000	$8.50	$467.50	RSM11FAC M, L, O&P
6	09-30-13-10-9500	Ceramic tile, minimum labor/equipment charge	Job	1.0000	$277.00	$277.00	RSM11FAC L, O&P
		09 - Finishes Total				**$2,187.00**	
32 - Exterior Improvements							
7	32-31-19-10-6500	Decorative fence, includes excavation, tubular picket, gates, 6' high, 4' wide Build rod iron fence at south entrance to elections building	Ea.	3.0000	$490.00	$1,470.00	RSM11FAC M, L, O&P
8	32-31-29-20-9000	Fence, wood rail, minimum labor/equipment charge	Job	1.0000	$225.00	$225.00	RSM11FAC L, O&P
		32 - Exterior Improvements Total				**$1,695.00**	
		Estimate Grand Total					**4,022.89**

07 24 Exterior Insulation and Finish Systems

07 24 13 – Polymer-Based Exterior Insulation and Finish System

07 24 13.10 Exterior Insulation and Finish Systems		Crew	Daily Output	Labor-Hours	Unit	2011 Bare Costs Material	Labor	Equipment	Total	Total Incl O&P
0010	EXTERIOR INSULATION AND FINISH SYSTEMS									
0095	Field applied, 1" EPS insulation	J-1	390	.103	S.F.	2.09	3.86	.32	6.27	8.80
0100	With 1/2" cement board sheathing		268	.149		2.76	5.60	.46	8.82	12.45
0105	2" EPS insulation		390	.103		2.38	3.86	.32	6.56	9.10
0110	With 1/2" cement board sheathing		268	.149		3.05	5.60	.46	9.11	12.75
0115	3" EPS insulation		390	.103		2.67	3.86	.32	6.85	9.45
0120	With 1/2" cement board sheathing		268	.149		3.34	5.60	.46	9.40	13.10
0125	4" EPS insulation		390	.103		2.96	3.86	.32	7.14	9.75
0130	With 1/2" cement board sheathing		268	.149		4.31	5.60	.46	10.37	14.15
0140	Premium finish add		1265	.032		.31	1.19	.10	1.60	2.34
0150	Heavy duty reinforcement add		914	.044		1.08	1.65	.14	2.87	3.96
0160	2.5#/S.Y. metal lath substrate add	1 Lath	75	.107	S.Y.	2.37	4.11		6.48	9
0170	3.4#/S.Y. metal lath substrate add	"	75	.107	"	2.58	4.11		6.69	9.25
0180	Color or texture change,	J-1	1265	.032	S.F.	.83	1.19	.10	2.12	2.91
0190	With substrate leveling base coat	1 Plas	530	.015		.83	.59		1.42	1.85
0210	With substrate sealing base coat	1 Pord	1224	.007		.08	.25		.33	.48
0370	V groove shape in panel face				L.F.	.60			.60	.66
0380	U groove shape in panel face				"	.79			.79	.87
0433	Crack repair, acrylic rubber, fluid applied, 20 mils thick	1 Plas	350	.023	S.F.	1.43	.90		2.33	3
0437	50 mils thick, reinforced	"	200	.040	"	2.62	1.58		4.20	5.40
0440	For higher than one story, add						25%			

07 25 Weather Barriers

07 25 10 – Weather Barriers or Wraps

07 25 10.10 Weather Barriers										
0010	WEATHER BARRIERS									
0400	Asphalt felt paper, 15#	1 Carp	37	.216	Sq.	5.65	9.30		14.95	21.50
0401	Per square foot	"	3700	.002	S.F.	.06	.09		.15	.21
0450	Housewrap, exterior, spun bonded polypropylene									
0470	Small roll	1 Carp	3800	.002	S.F.	.21	.09		.30	.39
0480	Large roll	"	4000	.002	"	.13	.09		.22	.28
2100	Asphalt felt roof deck vapor barrier, class 1 metal decks	1 Rofc	37	.216	Sq.	19.70	7.90		27.60	35.50
2200	For all other decks	"	37	.216		14.05	7.90		21.95	29.50
2800	Asphalt felt, 50% recycled content, 15 lb, 4 sq per roll	1 Carp	36	.222		5.65	9.55		15.20	22
2810	30 lb, 2 sq per roll	"	36	.222		9.45	9.55		19	26
3000	Building wrap, spunbonded polyethylene	2 Carp	8000	.002	S.F.	.14	.09		.23	.29
9960	Minimum labor/equipment charge	1 Carp	2	4	Job		172		172	281

07 26 Vapor Retarders

07 26 10 – Above-Grade Vapor Retarders

07 26 10.10 Vapor Retarders										
0010	VAPOR RETARDERS									
0020	Aluminum and kraft laminated, foil 1 side	1 Carp	37	.216	Sq.	9.35	9.30		18.65	25.50
0100	Foil 2 sides		37	.216		9.75	9.30		19.05	26
0600	Polyethylene vapor barrier, standard, .002" thick		37	.216		1.19	9.30		10.49	16.50
0700	.004" thick		37	.216		3.34	9.30		12.64	18.85
0900	.006" thick		37	.216		5.25	9.30		14.55	21
1200	.010" thick		37	.216		6.70	9.30		16	22.50
1300	Clear reinforced, fire retardant, .008" thick		37	.216		10.15	9.30		19.45	26.50

09 24 Cement Plastering

09 24 23 – Cement Stucco

09 24 23.40 Stucco	Crew	Daily Output	Labor-Hours	Unit	2011 Bare Costs Material	Labor	Equipment	Total	Total Incl O&P
0010 **STUCCO**									
0015 3 coats 1" thick, float finish, with mesh, on wood frame	J-2	63	.762	S.Y.	5.30	29	1.97	36.27	53.50
0100 On masonry construction, no mesh incl.	J-1	67	.597		2.28	22.50	1.84	26.62	40
0300 For trowel finish, add	1 Plas	170	.047			1.85		1.85	2.94
0400 For 3/4" thick, on masonry, deduct	J-1	880	.045		.61	1.71	.14	2.46	3.54
0600 For coloring and special finish, add, minimum		685	.058		.39	2.20	.18	2.77	4.12
0700 Maximum		200	.200		1.36	7.55	.62	9.53	14.15
0900 For soffits, add	J-2	155	.310		2.11	11.70	.80	14.61	22
1000 Exterior stucco, with bonding agent, 3 coats, on walls, no mesh incl.	J-1	200	.200		3.54	7.55	.62	11.71	16.50
1200 Ceilings		180	.222		3.54	8.35	.69	12.58	17.95
1300 Beams		80	.500		3.54	18.85	1.55	23.94	35.50
1500 Columns		100	.400		3.54	15.05	1.24	19.83	29.50
1550 Minimum labor/equipment charge	1 Plas	1	8	Job		315		315	500
1600 Mesh, painted, nailed to wood, 1.8 lb.	1 Lath	60	.133	S.Y.	5	5.15		10.15	13.50
1800 3.6 lb.		55	.145		3.03	5.60		8.63	12.10
1900 Wired to steel, painted, 1.8 lb.		53	.151		5	5.80		10.80	14.55
2100 3.6 lb.		50	.160		3.03	6.15		9.18	12.95
9000 Minimum labor/equipment charge		4	2	Job		77		77	120

09 26 Veneer Plastering

09 26 13 – Gypsum Veneer Plastering

09 26 13.20 Blueboard

0010 **BLUEBOARD** For use with thin coat									
0100 plaster application (see Section 09 26 13.80)									
1000 3/8" thick, on walls or ceilings, standard, no finish included	2 Carp	1900	.008	S.F.	.26	.36		.62	.88
1100 With thin coat plaster finish		875	.018		.36	.79		1.15	1.68
1400 On beams, columns, or soffits, standard, no finish included		675	.024		.30	1.02		1.32	2
1450 With thin coat plaster finish		475	.034		.40	1.45		1.85	2.80
3000 1/2" thick, on walls or ceilings, standard, no finish included		1900	.008		.29	.36		.65	.91
3100 With thin coat plaster finish		875	.018		.39	.79		1.18	1.71
3300 Fire resistant, no finish included		1900	.008		.29	.36		.65	.91
3400 With thin coat plaster finish		875	.018		.39	.79		1.18	1.71
3450 On beams, columns, or soffits, standard, no finish included		675	.024		.33	1.02		1.35	2.04
3500 With thin coat plaster finish		475	.034		.43	1.45		1.88	2.84
3700 Fire resistant, no finish included		675	.024		.33	1.02		1.35	2.04
3800 With thin coat plaster finish		475	.034		.43	1.45		1.88	2.84
5000 5/8" thick, on walls or ceilings, fire resistant, no finish included		1900	.008		.30	.36		.66	.92
5100 With thin coat plaster finish		875	.018		.40	.79		1.19	1.73
5500 On beams, columns, or soffits, no finish included		675	.024		.35	1.02		1.37	2.05
5600 With thin coat plaster finish		475	.034		.44	1.45		1.89	2.86
6000 For high ceilings, over 8' high, add		3060	.005			.23		.23	.37
6500 For over 3 stories high, add per story		6100	.003			.11		.11	.18
9000 Minimum labor/equipment charge	1 Carp	2	4	Job		172		172	281

09 26 13.80 Thin Coat Plaster

0010 **THIN COAT PLASTER**									
0012 1 coat veneer, not incl. lath	J-1	3600	.011	S.F.	.10	.42	.03	.55	.81
1000 In 50 lb. bags				Bag	12.95			12.95	14.25

09 30 13.10 Ceramic Tile		Crew	Daily Output	Labor-Hours	Unit	2011 Bare Costs Material	Labor	Equipment	Total	Total Incl O&P
2800	Thin set	D-7	124	.129	L.F.	2.61	4.66		7.27	10.10
3000	Floors, natural clay, random or uniform, thin set, color group 1		183	.087	S.F.	3.83	3.16		6.99	9.15
3100	Color group 2		183	.087		5.15	3.16		8.31	10.55
3255	Floors, glazed, thin set, 6" x 6", color group 1		200	.080		4.43	2.89		7.32	9.40
3260	8" x 8" tile		250	.064		4.43	2.31		6.74	8.50
3270	12" x 12" tile		325	.049		5.25	1.78		7.03	8.50
3280	16" x 16" tile		550	.029		6.05	1.05		7.10	8.30
3281	18" x 18" tile		600	.027		6.05	.96		7.01	8.15
3283	24" x 24" tile		650	.025		6.05	.89		6.94	8.05
3285	Border, 6" x 12" tile		275	.058		11.55	2.10		13.65	16.05
3290	3" x 12" tile		200	.080		34	2.89		36.89	41.50
3300	Porcelain type, 1 color, color group 2, 1" x 1"		183	.087		4.39	3.16		7.55	9.75
3310	2" x 2" or 2" x 1", thin set		190	.084		4.26	3.04		7.30	9.45
3350	For random blend, 2 colors, add					.88			.88	.97
3360	4 colors, add					1.24			1.24	1.36
3370	For color group 3, add					.50			.50	.55
3380	For abrasive non-slip tile, add					.49			.49	.54
4300	Specialty tile, 4-1/4" x 4-1/4" x 1/2", decorator finish	D-7	183	.087		9.90	3.16		13.06	15.80
4500	Add for epoxy grout, 1/16" joint, 1" x 1" tile		800	.020		.62	.72		1.34	1.81
4600	2" x 2" tile		820	.020		.59	.71		1.30	1.75
4800	Pregrouted sheets, walls, 4-1/4" x 4-1/4", 6" x 4-1/4"									
4810	and 8-1/2" x 4-1/4", 4 S.F. sheets, silicone grout	D-7	240	.067	S.F.	4.73	2.41		7.14	8.95
5100	Floors, unglazed, 2 S.F. sheets,									
5110	Urethane adhesive	D-7	180	.089	S.F.	4.71	3.21		7.92	10.20
5400	Walls, interior, thin set, 4-1/4" x 4-1/4" tile		190	.084		2.14	3.04		5.18	7.10
5500	6" x 4-1/4" tile		190	.084		2.73	3.04		5.77	7.75
5700	8-1/2" x 4-1/4" tile		190	.084		3.80	3.04		6.84	8.90
5800	6" x 6" tile		200	.080		2.38	2.89		5.27	7.10
5810	8" x 8" tile		225	.071		4.08	2.57		6.65	8.50
5820	12" x 12" tile		300	.053		3.53	1.93		5.46	6.90
5830	16" x 16" tile		500	.032		4.13	1.16		5.29	6.35
6000	Decorated wall tile, 4-1/4" x 4-1/4", minimum		270	.059		2.64	2.14		4.78	6.25
6100	Maximum		180	.089		44	3.21		47.21	53
6300	Exterior walls, frostproof, mud set, 4-1/4" x 4-1/4"		102	.157		7	5.65		12.65	16.55
6400	1-3/8" x 1-3/8"		93	.172		4.65	6.20		10.85	14.80
6600	Crystalline glazed, 4-1/4" x 4-1/4", mud set, plain		100	.160		3.78	5.80		9.58	13.15
6700	4-1/4" x 4-1/4", scored tile		100	.160		4.95	5.80		10.75	14.45
6900	6" x 6" plain		93	.172		5.15	6.20		11.35	15.35
7000	For epoxy grout, 1/16" joints, 4-1/4" tile, add		800	.020		.39	.72		1.11	1.56
7200	For tile set in dry mortar, add		1735	.009			.33		.33	.52
7300	For tile set in Portland cement mortar, add		290	.055		.16	1.99		2.15	3.29
9300	Ceramic tiles, recycled glass, standard colors, 2" x 2" thru 6" x 6" G		190	.084		17	3.04		20.04	23.50
9310	6" x 6" G		200	.080		17	2.89		19.89	23
9320	8" x 8" G		225	.071		18.45	2.57		21.02	24.50
9330	12" x 12" G		300	.053		18.45	1.93		20.38	23.50
9340	Earthtones, 2" x 2" to 4" x 8" G		190	.084		21.50	3.04		24.54	28
9350	6" x 6" G		200	.080		21.50	2.89		24.39	28
9360	8" x 8" G		225	.071		23	2.57		25.57	29
9370	12" x 12" G		300	.053		23	1.93		24.93	28
9380	Deep colors, 2" x 2" to 4" x 8" G		190	.084		31	3.04		34.04	38.50
9390	6" x 6" G		200	.080		31	2.89		33.89	38.50
9400	8" x 8" G		225	.071		32	2.57		34.57	39.50
9410	12" x 12" G		300	.053		32	1.93		33.93	38.50

09 30 Tiling

09 30 13 – Ceramic Tiling

	09 30 13.10 Ceramic Tile	Crew	Daily Output	Labor-Hours	Unit	2011 Bare Costs Material	Labor	Equipment	Total	Total Incl O&P
9500	Minimum labor/equipment charge	D-7	3.25	4.923	Job		178		178	277
	09 30 13.45 Ceramic Tile Accessories									
0010	**CERAMIC TILE ACCESSORIES**									
0100	Spacers, 1/8"				Ea.	1.44			1.44	1.58
1310	Sealer, installed	1 Tilf	650	.012	S.F.	.38	.50		.88	1.20

09 30 16 – Quarry Tiling

	09 30 16.10 Quarry Tile									
0010	**QUARRY TILE**									
0100	Base, cove or sanitary, mud set, to 5" high, 1/2" thick	D-7	110	.145	L.F.	5.30	5.25		10.55	14
0300	Bullnose trim, red, mud set, 6" x 6" x 1/2" thick		120	.133		4.34	4.82		9.16	12.30
0400	4" x 4" x 1/2" thick		110	.145		4.82	5.25		10.07	13.50
0600	4" x 8" x 1/2" thick, using 8" as edge		130	.123		4.26	4.45		8.71	11.65
0700	Floors, mud set, 1,000 S.F. lots, red, 4" x 4" x 1/2" thick		120	.133	S.F.	6.10	4.82		10.92	14.20
0900	6" x 6" x 1/2" thick		140	.114		5.50	4.13		9.63	12.50
1000	4" x 8" x 1/2" thick		130	.123		6.10	4.45		10.55	13.65
1300	For waxed coating, add					.71			.71	.78
1500	For non-standard colors, add					.42			.42	.46
1600	For abrasive surface, add					.49			.49	.54
1800	Brown tile, imported, 6" x 6" x 3/4"	D-7	120	.133		7.30	4.82		12.12	15.50
1900	8" x 8" x 1"		110	.145		7.95	5.25		13.20	16.95
2100	For thin set mortar application, deduct		700	.023			.83		.83	1.29
2200	For epoxy grout & mortar, 6" x 6" x 1/2", add		350	.046		1.94	1.65		3.59	4.70
2700	Stair tread, 6" x 6" x 3/4", plain		50	.320		5.15	11.55		16.70	23.50
2800	Abrasive		47	.340		5.60	12.30		17.90	25.50
3000	Wainscot, 6" x 6" x 1/2", thin set, red		105	.152		4.31	5.50		9.81	13.35
3100	Non-standard colors		105	.152		4.78	5.50		10.28	13.85
3300	Window sill, 6" wide, 3/4" thick		90	.178	L.F.	5.20	6.45		11.65	15.75
3400	Corners		80	.200	Ea.	6	7.25		13.25	17.85
9000	Minimum labor/equipment charge		3.25	4.923	Job		178		178	277

09 30 23 – Glass Mosaic Tiling

	09 30 23.10 Glass Mosaics									
0010	**GLASS MOSAICS** 3/4" tile on 12" sheets, standard grout									
0300	Color group 1 & 2	D-7	73	.219	S.F.	19	7.90		26.90	33.50
0350	Color group 3		73	.219		19.30	7.90		27.20	34
0400	Color group 4		73	.219		25	7.90		32.90	40
0450	Color group 5		73	.219		28.50	7.90		36.40	44
0500	Color group 6		73	.219		40.50	7.90		48.40	57
0600	Color group 7		73	.219		43.50	7.90		51.40	60.50
0700	Color group 8, golds, silvers & specialties		64	.250		62	9.05		71.05	82.50

09 30 29 – Metal Tiling

	09 30 29.10 Metal Tile									
0010	**METAL TILE** 4' x 4' sheet, 24 ga., tile pattern, nailed									
0200	Stainless steel	2 Carp	512	.031	S.F.	25.50	1.35		26.85	30
0400	Aluminized steel	"	512	.031	"	13.80	1.35		15.15	17.40
9000	Minimum labor/equipment charge	1 Carp	4	2	Job		86		86	141

32 31 Fences and Gates

32 31 13 – Chain Link Fences and Gates

	32 31 13.33 Chain Link Backstops	Crew	Daily Output	Labor-Hours	Unit	2011 Bare Costs Material	Labor	Equipment	Total	Total Incl O&P
0600	Tennis, wire mesh with pair of ends	B-1	2.48	9.677	Set	2,250	340		2,590	3,025
0700	Enclosed court	"	1.30	18.462	Ea.	9,700	645		10,345	11,800
	32 31 13.40 Fence, Fabric and Accessories									
0010	**FENCE, FABRIC & ACCESSORIES**									
1000	Fabric, 9 ga., galv., 1.2 oz. coat, 2" chain link, 4'	B-80A	304	.079	L.F.	3.03	2.71	.71	6.45	8.55
1150	5'		285	.084		3.77	2.89	.76	7.42	9.70
1200	6'		266	.090		7.15	3.10	.82	11.07	13.85
1250	7'		247	.097		8.55	3.34	.88	12.77	15.80
1300	8'		228	.105		11	3.62	.95	15.57	19.05
1400	9 ga., fused, 4'		304	.079		3.36	2.71	.71	6.78	8.90
1450	5'		285	.084		3.92	2.89	.76	7.57	9.90
1500	6'		266	.090		4.22	3.10	.82	8.14	10.60
1550	7'		247	.097		5.30	3.34	.88	9.52	12.20
1600	8'		228	.105		8.75	3.62	.95	13.32	16.55
1650	Barbed wire, galv., cost per strand		2280	.011		.13	.36	.10	.59	.83
1700	Vinyl coated		2280	.011		.22	.36	.10	.68	.93
1750	Extension arms, 3 strands		143	.168	Ea.	6.15	5.75	1.52	13.42	17.85
1800	6 strands, 2-3/8"		119	.202		12.40	6.95	1.82	21.17	27
1850	Eye tops, 2-3/8"		143	.168		1.78	5.75	1.52	9.05	13.05
1900	Top rail, incl. tie wires, 1-5/8", galv.		912	.026	L.F.	9.45	.90	.24	10.59	12.15
1950	Vinyl coated		912	.026		13.05	.90	.24	14.19	16.10
2100	Rail, middle/bottom, w/tie wire, 1-5/8", galv.		912	.026		9.45	.90	.24	10.59	12.15
2150	Vinyl coated		912	.026		13.05	.90	.24	14.19	16.10
2200	Reinforcing wire, coiled spring, 7 ga. galv.		2279	.011		.31	.36	.10	.77	1.03
2250	9 ga., vinyl coated		2282	.011		.45	.36	.10	.91	1.19
	32 31 13.53 High-Security Chain Link Fences, Gates and Systems									
0010	**HIGH-SECURITY CHAIN LINK FENCES, GATES AND SYSTEMS**									
0100	Fence, chain link, security, 7' H, standard FE-7, incl excavation & posts	B-80C	480	.050	L.F.	40	1.70	.37	42.07	47
0200	Fence, barbed wire, security, 7' high, with 3 wire barbed wire arm	"	400	.060	"	7.90	2.04	.45	10.39	12.50
0300	Complete systems, including material and installation									
0310	Taunt wire fence detection system				M.L.F.				22,800	24,800
0410	Microwave fence detection system								37,500	40,900
0510	Passive magnetic fence detection system								17,700	19,300
0610	Infrared fence detection system								11,800	12,900
0710	Strain relief fence detection system								22,800	24,800
0810	Electro-shock fence detection system								32,600	35,500
0910	Photo-electric fence detection system								14,800	16,100

32 31 19 – Decorative Metal Fences and Gates

32 31 19.10 Decorative Fence

0010	**DECORATIVE FENCE**									
5300	Tubular picket, steel, 6' sections, 1-9/16" posts, 4' high	B-80C	300	.080	L.F.	27.50	2.72	.60	30.82	35
5400	2" posts, 5' high		240	.100		41	3.40	.74	45.14	52
5600	2" posts, 6' high		200	.120		47.50	4.08	.89	52.47	60
5700	Staggered picket 1-9/16" posts, 4' high		300	.080		27.50	2.72	.60	30.82	35
5800	2" posts, 5' high		240	.100		41	3.40	.74	45.14	52
5900	2" posts, 6' high		200	.120		47.50	4.08	.89	52.47	60
6200	Gates, 4' high, 3' wide	B-1	10	2.400	Ea.	235	84		319	395
6300	5' high, 3' wide		10	2.400		248	84		332	410
6400	6' high, 3' wide		10	2.400		298	84		382	465
6500	4' wide		10	2.400		325	84		409	490

32 31 Fences and Gates

32 31 29 – Wood Fences and Gates

32 31 29.20 Fence, Wood Rail		Crew	Daily Output	Labor-Hours	Unit	2011 Bare Costs Material	Labor	Equipment	Total	Total Incl O&P
0050	Gate, 3'-6" wide	B-80C	9	2.667	Ea.	52	91	19.85	162.85	227
0400	3 rail, 4' high		150	.160	L.F.	7	5.45	1.19	13.64	17.85
0500	Gate, 3'-6" wide		9	2.667	Ea.	63	91	19.85	173.85	240
5000	Fence rail, redwood, 2" x 4", merch grade 8'	B-1	2400	.010	L.F.	1.80	.35		2.15	2.55
5050	Select grade, 8'		2400	.010	"	4	.35		4.35	4.97
6000	Fence post, select redwood, earthpacked & treated, 4" x 4" x 6'		96	.250	Ea.	11.30	8.75		20.05	27
6010	4" x 4" x 8'		96	.250		13.40	8.75		22.15	29
6020	Set in concrete, 4" x 4" x 6'		50	.480		14.50	16.80		31.30	43.50
6030	4" x 4" x 8'		50	.480		17.30	16.80		34.10	46.50
6040	Wood post, 4' high, set in concrete, incl. concrete		50	.480		8.10	16.80		24.90	36.50
6050	Earth packed		96	.250		5.55	8.75		14.30	20.50
6060	6' high, set in concrete, incl. concrete		50	.480		10.35	16.80		27.15	39
6070	Earth packed		96	.250		7.55	8.75		16.30	22.50
9000	Minimum labor/equipment charge	1 Clab	2	4	Job		137		137	225

32 32 Retaining Walls

32 32 13 – Cast-in-Place Concrete Retaining Walls

32 32 13.10 Retaining Walls, Cast Concrete

0010	**RETAINING WALLS, CAST CONCRETE**									
1800	Concrete gravity wall with vertical face including excavation & backfill									
1850	No reinforcing									
1900	6' high, level embankment	C-17C	36	2.306	L.F.	70.50	103	17.65	191.15	264
2000	33° slope embankment		32	2.594		66	116	19.85	201.85	283
2200	8' high, no surcharge		27	3.074		90	138	23.50	251.50	345
2300	33° slope embankment		24	3.458		109	155	26.50	290.50	400
2500	10' high, level embankment		19	4.368		129	196	33.50	358.50	495
2600	33° slope embankment		18	4.611		178	207	35.50	420.50	570
2800	Reinforced concrete cantilever, incl. excavation, backfill & reinf.									
2900	6' high, 33° slope embankment	C-17C	35	2.371	L.F.	66	106	18.15	190.15	264
3000	8' high, 33° slope embankment		29	2.862		76	128	22	226	315
3100	10' high, 33° slope embankment		20	4.150		99	186	32	317	445
3200	20' high, 500 lb. per L.F. surcharge		7.50	11.067		297	495	84.50	876.50	1,225
3500	Concrete cribbing, incl. excavation and backfill									
3700	12' high, open face	B-13	210	.267	S.F.	33	9.95	3.57	46.52	56.50
3900	Closed face	"	210	.267	"	31	9.95	3.57	44.52	54
4100	Concrete filled slurry trench, see Section 31 56 23.20									

32 32 23 – Segmental Retaining Walls

32 32 23.13 Segmental Conc. Unit Masonry Retaining Walls

0010	**SEGMENTAL CONC. UNIT MASONRY RETAINING WALLS**									
7100	Segmental Retaining Wall system, incl pins, and void fill									
7120	base not included									
7140	Large unit, 8" high x 18" wide x 20" deep, 3 plane split	B-62	300	.080	S.F.	10.20	2.99	.51	13.70	16.55
7150	Straight split		300	.080		10.10	2.99	.51	13.60	16.45
7160	Medium, ltwt, 8" high x 18" wide x 12" deep, 3 plane split		400	.060		8	2.25	.38	10.63	12.85
7170	Straight split		400	.060		7.90	2.25	.38	10.53	12.75
7180	Small unit, 4" x 18" x 10" deep, 3 plane split		400	.060		12	2.25	.38	14.63	17.25
7190	Straight split		400	.060		12.20	2.25	.38	14.83	17.45
7200	Cap unit, 3 plane split		300	.080		11.80	2.99	.51	15.30	18.35
7210	Cap unit, straight split		300	.080		11.80	2.99	.51	15.30	18.35
7260	For reinforcing, add								4.28	4.71

AI-31403 **11. C.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Martha L. Salazar Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the final year renewal option as provided under the current contract for "Roadway Light Fixtures and Maintenance" for Precinct #1 and Precinct #3, under the same rates, terms and conditions with Lumatec Lighting Services. (C-11-017-03-15).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-005-0-433

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

BUDGETARY IMPACT:

PCT1 RD MAINT-R&B R&M SERVICE
$8,237.50 available balance as of 03/16/2012
Fees are on a per unit cost basis. The services hold no gurantee on annual volume and is on an as "As needed basis only".

FISCAL YEAR: 2012 ACCT. #: 2-1315-431-00-123-030-0-841

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

BUDGETARY IMPACT:

TXDOT-US83 ILLUMINATION-AID TO GOVT AGEN
$1,800.00 available balance as of 03/16/2012.
Fees are on a per unit cost basis. The services hold no gurantee on annual volume and is on an as "As needed basis only".

Attachments

Pcts Approvals

Memo-Lumatec

Current Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/14/2012 04:39 PM
Budget & Management	Merlen P. Munoz	03/15/2012 06:58 AM
Rosalinda Cantu	Rosie Cantu	03/16/2012 10:12 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Gricelda Villarreal Started On: 03/07/2012 04:52 PM

Final Approval Date: 03/19/2012

From:	Noe Montez
To:	"Cris Villarreal"
Subject:	RE: Renewal-Extension for Lumatec
Date:	Thursday, March 01, 2012 5:10:23 PM

Yes, go ahead an extend..use the same account # for pct 1 as before…it is 2-1200-431-00-121-005-0-433

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, February 29, 2012 4:10 PM
To: noe.montez@co.hidalgo.tx.us
Subject: Renewal-Extension for Lumatec
Importance: High

Just to let you know that the contract with Lumatec for Roadway Light Fixtures and Maintenance is coming up for renewal. Please advise if you would want to extend the last renewal of the contract so as to proceed with notifying the awarded vendor with ample time. I will also need budget account information so that I can start my agenda process.

Thank you,

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
956-318-2626
Email: cris.villarreal@co.hidalgo.tx.us

From: Norma Ceballos
To: "Cris Villarreal"
Subject: RE: Renewal-Extension for Lumatec
Date: Thursday, March 01, 2012 8:29:31 AM

Good Morning Cris,
Yes, please proceed with extension, our account #2-1315-431-00-123-030-0-841.

Thanks.

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, February 29, 2012 2:58 PM
To: noe.montes@co.hidalgo.tx.us; norma.ceballos@co.hidalgo.tx.us
Subject: Renewal-Extension for Lumatec
Importance: High

Just to let you know that the contract with Lumatec for Roadway Light Fixtures and Maintenance is coming up for renewal. Please advise if you would want to extend the last renewal of the contract so as to proceed with notifying the awarded vendor with ample time. I will also need budget account information so that I can start my agenda process.

Thank you,

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
956-318-2626
Email: cris.villarreal@co.hidalgo.tx.us

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 6, 2012

Lumatec Lighting Services
C/O Victor Rios
PO Box 2225
McAllen, Texas 78502

Via email: lumatechlighting2000@yahoo.com
Cert. Mail: 7099 3220 0002 9744 8697

Re: C-11-017-03-15
"Roadway Light Fixtures and Maintenance"

Dear Mr. Rios:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 27, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Tuesday, March 13, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 3/7/2012
Victor T Rios

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-017-03-15

THIS CONTRACT is made and entered into this 28th day of April, 2011 by and between the County of Hidalgo, Texas ("County"), and **Victor T. Rios, a resident of Hidalgo County, Texas d/b/a Lumatec Lighting Service,** a Texas Sole Proprietor ("Company").

WHEREAS, Company responded to request for bids for **"Roadway Light Fixtures and Maintenance (for Hidalgo County Precincts' Nos. 1 & 3)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with 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 Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). 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 **April 28, 2011** and ending **April 27, 2012** 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 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:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner Suite J
Edinburg, Texas 78539

If to Company **Lumatec Lighting Service**
Attn.: Victor T. Rios-Owner
P.O. Box 2225
McAllen, Texas 78502-2225

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. 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.

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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

WITNESS our hands in duplicate originals this____ day of_____, 2011.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3/15/11 RO

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: LomaTec Lighting Service

By: _____

Printed Name: Victor T Rios

Title: Owner

Approved by Commissioners Court on: 3-15-11

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A" SPECIFICATIONS

Exhibit "A"

HIDALGO COUNTY
(Precinct Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2011-017-02-09CGA
February 9, 2011

REQUIREMENTS, GENERAL TERMS AND CONDITIONS

The County of Hidalgo is seeking vendor(s) for "**ROADWAY LIGHT FIXTURES AND MAINTENANCE**", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

Term: The term of the contract shall be for a period of one (1) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforseen delay in the award of the new bid contract term.

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994-00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 ½ Rd.) Circuits E, F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

HIDALGO COUNTY
(Precinct Nos. 1 & 3)

"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2011-017-02-09CGA

SPECIFICATIONS

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.

2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.

3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.

4. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.

5. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.

6. **BIDDER REQUIREMENTS:** Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.

7. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an **"As Needed Basis Only"**.

8. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.

9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.

10. The following price schedule will be utilized throughout the agreement period to pay for services.

11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.

12. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.

13. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.

14. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

15. The user department will notify the contractor when repair is needed. Contractor does not survey the poles periodically. Services will be on **"as needed basis".**

16. All costs and expenses associated with the preparation and submission of bids shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

17. Insurance requirements for this project (refer to requirements and limits on Exhibit "C" form.

18. Hidalgo County reserves the right to reject any/all bids, to waive any or all formalities, or to accept the bid considered the lowest, best and most advantageous to the County, including compliance to the id specifications. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without taking action hereon. In cases of discrepancy between unit price and extension, the unit price shall govern.

19. Hidalgo County is requesting that any all questions, inquiries and clarifications regarding this bid be routed to:

    Martha L. Salazar, CPPB/Purchasing Agent
    Hidalgo County Purchasing Department
    New Administration Building
    2802 S, Business Hwy. 281
    Edinburg, Texas 78539

20. All written inquiries will be accepted via facsimile (956) 318-2626 or via-email to: cris.villarreal@co.hidalgo.tx.us by no later than Wednesday, **February 2, 2011** by 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile or email by no later than 5:00 p.m. on Friday, **February 4, 2011**.

CLARIFICATION: Traffic control is to be included in all costs bid. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

HIDALGO COUNTY (PALMVIEW)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

HIDALGO COUNTY (MID VALLEY)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

EXHIBIT "B" VENDOR'S BID

2-9-2011
9:42
Witnessed

EXHIBIT "B"

HIDALGO COUNTY
(Precinct No's. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2011-017-02-09-CGA

BID PAGE

Item	Qty.	Description	Unit Cost
01.	1	LANE CLOSURE	$ 5,000.00
02.	1	REMOVE AND REPLACE LUMINAIRE FIXTURES	$ 425.00
03.	1	REPLACE WIRE AND FUSES	$ 460.00
04.	1	REMOVE AND REPLACE PHOTO CELLS	$ 95.00
05.	1	REMOVE AND REPLACE LAMPS	$ 125.00
06.	1	REMOVE AND REPLACE BALLASTS	$ 325.00
		SEE ATTACHED SPECIFICATIONS FOR GENERAL REQUIREMENTS	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaires, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole $ 5,000.00

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole $ 150.00

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: $ 2.50 **Per foot**

Rocky: $ 3.25 **Per foot**

EXHIBIT "B"

OPENED
2-9-2011
9:42
Witnessed

HIDALGO COUNTY
(Precinct No's. 1 & 3)-
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2011-017-02-09-CGA

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	$ 45.00
b.	Electrician	$ 30.00
c.	Operator	$ 35.00
d.	Ground Men/ Labor	$ 17.50
e.	12 Ton 56" JLG Crane	$ 150.00
f.	4 Ton 46' Nat'l Crane with Bucket	$ 125.00
g.	Altec AM 660 Bucket 40'	$ 100.00
h.	Hi Ranger TDI 65 55'	$ 125.00
i.	30 HP 360 Case Trencher/ Backhoe	$ 120.00
j.	6010 Case Directional Drill up to 4" inch	$ ------
k.	6010 Case Directional Drill up to 8" inch	$ ------
l.	Water Truck with Mud System	$ ------
m.	Dump Truck	$ 75.00
n.	1 Ton Pick-up with Tools	$ 50.00
o.	Generator	$ 100.00
p.	Compressor	$ 95.00
q.	Digger Derrick	$ 150.00
r.	Vacuum Excavator	$ ------

Bid
for
HIDALGO COUNTY
(Precincts No's. 1 & 3)

"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
BID NO.: 2011-017-02-09-CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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:	Lumatec Lighting Service
Address:	P O Box 2225 - McAllen TX 78502-2225
By:	Victor T Rios
Printed Name:	Victor T Rios
Title:	Owner

EXHIBIT "C" INSURANCE REQUIREMENTS

Client#: 9701 LUMALIG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/07/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956 687-1286 E-MAIL ADDRESS:
INSURED Lumatec Lighting Service P O Box 2225 McAllen, TX 78502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Essex Insurance Company 39020 INSURER B : Hartford Underwriters Ins Co 30104 INSURER C : Travelers Property Casualty 31194 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			3DE7787	03/29/2011	03/29/2012	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	[X] BI/PD Ded:500						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
C	AUTOMOBILE LIABILITY			BA5943B49712SEL	01/20/2012	01/20/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			65WECZT4482	01/22/2012	01/22/2013	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y]	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Victor Rios

** Supplemental Name **

(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing
Department (Precinct No's 1 & 3)
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E. Lewis

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Schedule of Commercial Vehicles

Print Date: 03/07/12

Client Name and Address

Lumatec Lighting Service
P O Box 2225
McAllen, TX 78502

Company

Travelers Property Casual

Policy Number

BA5943B49712SEL

Effective Date	Expiration Date
01/20/12	01/20/13

Agency Name and Address

Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

Veh. #	Clt. #	Vehicle Description / Garage Location	Body Type	GVW / GCW / Cost New	Comp Ded	Vehicle I. D. Number / Coll Ded	ST	Date On / Class Code	Date Off / Premium
1		1999 Ford F800 Truck McAllen, TX78505	TK	45000		3FEXF8014XMA13479	TX	01/20/12	1045.00
3		1990 Chevrolet Bucket McAllen, TX78502	TK	20000		1GBL7H1J1LJ201133	TX	01/20/12	939.00
4		1989 Ford Digger McAllen, TX78502	TRUCK	45000 $20,000		1FDXR82A5KVA08508	TX	01/20/12	1401.00
6		2000 Ford F350 McAllen, TX78502	PU	20000		3FDWF36F1YMA26262	TX	01/20/12	939.00
7		2008 Ford F150 McAllen, TX78502	PU	10000 $23,350	$1,000	1FTRF12278KF05897 $1,000	TX	01/20/12	1120.00

From: Martha Salazar
To: "Cris Villarreal "
Subject: FW: Lumatec Contract
Date: Monday, February 28, 2011 12:39:19 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, February 28, 2011 12:03 PM
To: 'Martha Salazar'
Subject: RE: Lumatec Contract

If the list of vehicles is part of the insurance certificate then the contract is OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, February 28, 2011 9:45 AM
To: 'Steve Crain'
Subject: FW: Lumatec Contract

Mr. Crain,
Can you please review for approval as to form

Thank you.

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Monday, February 28, 2011 9:35 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Lumatec Contract

Marty,
I have attached the list of vehicles as requested by legal regarding the contract for Lumatec. Please forward to legal for review.

Thank you,
Cris

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 23, 2011 5:06 PM
To: 'Cris Villarreal '
Subject: FW: Two Contracts

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, February 23, 2011 4:38 PM
To: 'Martha Salazar'
Subject: RE: Two Contracts

AI-31562 **11. D.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Martha L. Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **First (1st) Year** of the additional Two (2) One (1) Year options to extend/renew as provided in the current contract# C-10-069-03-30 for: **"DNA Testing Lab Services"** for the **Hidalgo County Sheriff's Office**, under the same rates, terms and conditions with **ORCHID CELLMARK, INC.**

BACKGROUND

Extension Letter-ORCHID CELLMARK INC.
Current Contract #C-10-069-03-30

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Available balance as of 3-21-12 $82,776.03

Attachments

Extension-ORCHID CELLMARK INC

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/21/2012 11:02 AM
Budget & Management	Merlen P. Munoz	03/21/2012 01:18 PM
Manuel Chapa	Manuel Chapa	03/21/2012 03:43 PM
Auditor's Office	Arcilia Duran	03/23/2012 09:08 AM

Form Started By: Letty Saenz Started On: 03/21/2012 09:50 AM

Final Approval Date: 03/23/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 12, 2012

Laura Gahn, Director of Operations
ORCHID CELLMARK INC.
13988 Diplomat Drive, Suite 100
Farmers Branch, Texas 75234
Ph. (214) 271-8406

via email lgahn@orchid.com
via facsimile (214) 271-8322

Re: Renewal/Extension for Contract No. C-10-069-03-30-"DNA Testing Lab Services"- Hidalgo County Sheriff's Office

Dear Ms. Gahn:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the First (1st) Year of the additional Two (2) One (1) Year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: Angie R. Miller Date: 3-20-12
Acknowledgment by Orchid CellMark Inc. Representative

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	Westchester Fire Insurance Company	10030
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Orchid Cellmark, Inc.
531 South Spring Street
2nd Floor
Burlington NC 27215 USA

COVERAGES **CERTIFICATE NUMBER:** 570045557826 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			HDOG25533975	11/01/2011	11/01/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 Excluded $1,000,000 $2,000,000 $1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			ISA H08691848	11/01/2011	11/01/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $10,000			G2197934A007 SIR applies per policy terms & conditions	11/01/2011	11/01/2012	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
B A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC46773007 SCFC46772994 WLRC46772982	11/01/2011 11/01/2011 11/01/2011	11/01/2012 11/01/2012 11/01/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	E&O-ProfLiabPri			HDCG25533987 Claims Made	11/01/2011	11/01/2012	Each Incident Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Orchid Cellmark, Inc., Hindalgo County Sheriff's Office, Service Contract No. 10-069-30. The County of Hidalgo County is hereby named as Additional Insured, but only to the extent specifically required by the Serivce Contract Number 10-069-03-30 dated March 30, 2010 between Orchid Cellmark, Inc and the County of Hidalgo, Texas.

CERTIFICATE HOLDER

County of Hidalgo
Attn: Sheriff's Office
2802 S. Business Hwy 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570045557826

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-069-03-30

THIS CONTRACT is made and entered into this **30th** day of **March, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **ORCHID CELLMARK INC.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"DNA Testing Lab Services" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **March 30, 2010** and expiring on **March 29, 2012** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

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 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:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	Orchid Cellmark Inc. Attn: William Thomas, Vice President/General Counsel 13988 Diplomat Drive, Suite 100 Farmers Branch, Texas 75234

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 County 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.

WITNESS our hands in duplicate originals this 30th day of March, 2010.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
ORCHID CELLMARK INC.

By: _____
Printed Name: William J. Thomas
Title: Vice President & General Counsel

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB)
CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE

Request for Bids **"DNA Testing Lab Services"**

Bid No: 2010-069-03-10-MEG

1. **Request for Bid Letter consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of_8___ pages.**
   (Page 8 must be submitted with bid packet)
3. **Exhibit "A" Specifications consisting of___4___pages.**
4. **Exhibit "B" Bid Page consisting of__2___pages.**
   Must be submitted with bid packet
5. **Exhibit "C" Insurance Requirements consisting of ___4__ pages.**
   Must be submitted with bid packet
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of ___1__page.**
   (Copy of receipt and this form must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of___6___pages.**
   Must be submitted with bid packet
8. **Certification Regarding Debarment ___1__ page.**
   Must be submitted with bid packet
9. **Draft Requirements Agreement consisting of ___8___ pages.**

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 22, 2010
Date

PURCHASING DEPARTMENT
County Of Hidalgo

February 22, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids **"DNA Testing Lab Services"**
Bid No: 2010-069-03-10-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

Request for Bids **"DNA Testing Lab Services"**

Bid No: 2010-069-03-10-MEG

BID OPENING DATE:

March 10, 2010

Contact Person:
Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE "DNA Testing Lab Services"** 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. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-069-03-10-MEG- HIDALGO COUNTY SHERIFF'S OFFICE –"DNA Testing Lab Services"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m. **WEDNESDAY, MARCH 10, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-069-03-10-MEG-HIDALGO COUNTY SHERIFF'S OFFICE–"DNA Testing Lab Services".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE –"DNA Testing Lab Services"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
ATTN.: Guadalupe Lupe Trevino
(956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	**March 10, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a

gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods

and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
BID NO.: 2010-069-03-10-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Must submit this form with Bid Packet

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
Bid No: 2010-069-03-10-MEG

SCOPE
Hidalgo County is seeking qualified companies to submit bids to the County of Hidalgo Texas, to establish contract for the purpose of performing **"DNA TESTING LAB SERVICES"** for Hidalgo County Sheriff's Office, Services on an **"As Needed Basis"**.

SERVICE LOCATION:
711 El Cibolo Road, Edinburg, Texas 78542.

Vendor's Minimum Qualification
Interested and qualified Vendors that meet the Minimum Qualifications stated below are invited to submit a Statement of Qualifications (SOQ). DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue, etc).

1 Vendor must have a DNA Testing Laboratory that is accredited by the American Society of Crime Laboratory Director's-Laboratory Accreditation Board (ASCLD/LAB). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.

2 Vendor must have a DNA Testing Laboratory that complies with the standard for quality assurance program for DNA analysis, issued by Forensic Quality Services International (FQS-I). This must be demonstrated by the submission of its most recent external audit documentation.

3 Vendor must have accreditation by the Director of the Texas Department of Public Safety (DPS). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.

4 Vendor must have at least a three (3) year history of successful past performance in forensic criminal DNA testing in a DNA Testing Laboratory. Vendor must provide documented experience with mixed stain casework analysis and batch casework.

5 Vendor's DNA Testing Laboratory is required to have the capability to perform STR, Y-STR, Minifiler, and Mitochondrial DNA testing.

6 Vendor must have a DNA Testing Laboratory that can conduct DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue).

7 Vendor must have a DNA Testing Laboratory that can conduct Paternity Testing and Sexual Assault Testing.

8 Vendor must have a DNA Testing Laboratory that can conduct a comparison of DNA profile from a known source to DNA profile from an unknown source.

9 Vendor shall provide Expert Witness Testimony and Consultations of DNA testing on casework.

10 Vendor must have three (3) references, each reference from a different law enforcement agencies or government crime laboratories that can attest to the criteria stated.
   a). Company
   b). Contact Person

c). Phone Number
d). Worked Preformed
e). Contract Term

11 Vendor must provide a turn around time, complete DNA analysis, within 21-28 business days.

12 Vendor must have a representative within the State of Texas to maintain a chain of custody.

TERMS & CONDITION:

1. Term of contract is for two (2) 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. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

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 sites during the term of the contract under the same rates 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 to ***MULTIPLE*** bidders if the County Determines it is in its best interest to do so.

9 Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

10. 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.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. All costs and expenses associated with the preparation and submission of (bids, proposals And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

13. The successful bidder will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

14. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

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 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:
All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, MARCH 03, 2010 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 FRIDAY MARCH 05, 2010 AT 5:00 P.M. .

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
Bid No: 2010-069-03-10-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if Applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification. (All backup documentation required to comply with the bid as stated herein will be attached to this offer page.)

DNA Analysis Time within 21-28 Business Days			Y___ N___	
TYPE OF TEST				
BIOLOGICAL FLUIDS	STR	Y-STR	MINIFILER	MITOCHONDRIAL analysis time within 60 days
Blood				
Semen				
Hair				
Cellular Materials				
Bone				
Teeth				
Muscular Tissue				
Paternity Testing				
Sexual Assault Testing				
DNA profile from known source to unknown source				

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
Bid No: 2010-069-03-10-MEG

1. References information
Companies Name_____
Address _____
Phone No. _____
Email Address: _____
Worked Preformed _____
Contract Term _____

2. References information
Companies Name_____
Address _____
Phone No. _____
Email Address: _____
Worked Preformed _____
Contract Term _____

3. References information
Companies Name_____
Address _____
Phone No. _____
Email Address: _____
Worked Preformed _____
Contract Term _____

4. References information (Optional)
Companies Name_____
Address _____
Phone No. _____
Email Address: _____
Worked Preformed _____
Contract Term _____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELLULAR & BEEPER NO.'S:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL: _____

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 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.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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) $ PERSONAL & ADV INJURY $ GENERAL 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 OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

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 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"

CIQ FORM

HIDALGO COUNTY
SHERIFF'S OFFICE
"DNA TESTING LAB SERVICES"

RFB: 2010-069-03-10-MEG

(Must Be Filled Annually at County Clerk's Office)

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)

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY
SHERIFF'S OFFICE
"DNA TESTING LAB SERVICES"

RFB: 2010-069-03-10-MEG

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _______

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: _____ Disadvantaged Business (At Least 51% Ownership) ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DEBARMENT

HIDALGO COUNTY
SHERIFF'S OFFICE
"DNA TESTING LAB SERVICES"

RFB: 2010-069-03-10-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
Bid No: 2010-069-03-10-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if Applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification. (All backup documentation required to comply with the bid as stated herein will be attached to this offer page.)

DNA Analysis Time within 21-28 Business Days			Y X[1] N	
TYPE OF TEST				
BIOLOGICAL FLUIDS	**STR**	**Y-STR**	**MINIFILER**	**MITOCHONDRIAL** Analysis time within 60 days
Blood	$500	$750	$750	$1,600
Semen	$625	$750	$350	$100
Hair	$500	$100	$750	$1,600
Cellular Materials	$500	$750	$750	$1,600
Bone	$900	$100	$1,150	$2,000
Teeth	$900	$100	$1,150	$1,600
Muscular Tissue	$500	$100	$1,150	$1,600
Paternity Testing	$350	$100	$100	$100
Sexual Assault Testing[2]	$625	$750	$350	$100
DNA profile from known source to unknown source	$400	$750	$750	$1,000

(1) Testing for STR, Y-STR and MiniFiler will be completed within 21-28 business days. Mitochondrial DNA testing will be completed within 60 days.
(2) Cost is per sexual assault kit item; i.e. a kit containing oral, vaginal and anal swabs would count as 3 items
(3) Screening charges: $120/sexual assault kit item; $120 for small items; $240 for large items
(4) Expert testimony: $1,800 per day including expenses

OPENED
10:25am
MAR 10 2010
Witnessed

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
Bid No: 2010-069-03-10-MEG

1. Reference Information
Company Name: Los Angeles Police Department
Address: 1800 Paseo Rancho Castilla, LA, CA 90032
Phone No.: (323) 415-8802 Harry Klann
Email Address: G9126@lapd.lacity.org
Work Performed: forensic biology, casework analysis
Contract Term: 2007 - 2010

2. Reference Information
Company Name: Houston Police Department
Address: 1200 Travis, Houston, TX 77002
Phone No.: (713) 308-2636 (Irma Rios)
Email Address: Irma.rios@cityofhouston.net
Work Performed: forensic biology, casework analysis
Contract Term: Aug 2003 thru Nov 2008

3. Reference Information
Company Name: Fort Worth Police Department
Address: 350 W. Belknap St., Fort Worth, TX 76102
Phone No.: (817) 392-4502 (Sundaye Lopez)
Email Address: sundaye.lopez@fortworthgov.org
Work Performed: forensic biology, casework analysis
Contract Term: 2003 to present

4. Reference Information
Company Name: Harris County Medical Examiner's
Address: 1885 Old Spanish Trail, Houston, TX 77054
Phone No.: (713) 796-6931 (Roger Kahn)
Email Address: roger_kahn@itc.co.harris.tx.us
Work Performed: forensic biology, casework analysis
Contract Term: Nov 2006 thru Nov 2010

5. Reference Information
Company Name: Massachusetts State Police
Address: 124 Acton St., Maynard, MA 01754
Phone No.: (978) 451-3404 (Sharon Convery-Walsh)
Email Address: Sharon.covery@state.ma.us
Work Performed: forensic biology, casework analysis
Contract Term: 2002 to present

6. Reference Information
Company Name: Alabama Dept. of Forensic Sciences
Address: 2026 Valleydale Rd., Hoover, AL 35244
Phone No.: (205) 982-9292 (Angelo DellaManna)
Email Address: a.dellamanna@adfs.alabama.gov
Work Performed: forensic biology, casework analysis
Contract Term: 2008 to 2013

BIDDER/COMPANY NAME: Orchid Cellmark Inc.

ADDRESS: 13988 Diplomat Drive, Suite 100,

CITY/STATE/ZIP CODE: Farmers Branch, TX 75234

PHONE & FAX NO.S: (214) 271-8400 and (214) 271-8322 (fax)

CELLULAR & BEEPER NO.S: N/A

AUTHORIZED SIGNATURE:

PRINTED NAME: William Thomas

TITLE: Vice President and General Counsel

EMAIL: wthomas@orchid.com

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2010

PRODUCER
MARSH USA, INC.
44 WHIPPANY ROAD
P.O. BOX 1966
MORRISTOWN, NJ 07962-1966

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

101204-PROP-gawux-09-10

INSURED
ORCHID CELLMARK INC.
4390 US ROUTE ONE
PRINCETON, NJ 08540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Federal Insurance Company	20281
INSURER B Travelers Indemnity Co	25658
INSURER C	
INSURER D	
INSURER E.	

COVERAGES

4

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	35837121	11/01/2009	11/01/2010	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES(Ea occurrence)	$ 1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 25,000
						PERSONAL & ADV INJURY	$
		GENERAL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY	73537110	11/01/2009	11/01/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		X SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS / UMBRELLA LIABILITY	79836698	11/01/2009	11/01/2010	EACH OCCURRENCE	$ 10,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$ 10,000,000
		DEDUCTIBLE					$
		RETENTION $					$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HKUB 7850 M15 1 09	11/01/2009	11/01/2010	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N				E.L. EACH ACCIDENT	$ 1,000,000
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					
A		PROPERTY	35837121	11/01/2009	11/01/2010	LIMIT:	11,889,285
						DEDUCTIBLE:	10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

FOR EVIDENCE PURPOSES ONLY

CERTIFICATE HOLDER NYC-003951730-04

HIDALGO COUNTY
2802 S. BUSINESS HIGHWAY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Mary Radaszewski

Mary Radaszewski

ACORD 25 (2009/01)

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AI-20443 **20.E.1.**

Award - DNA Testing Lab Services

CC REGULAR

Date: 03/30/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Presentation of bids received for the purposes of award and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County Sheriff's Office - DNA Testing Lab Services" - RFB-2010-069-03-30-MEG

BACKGROUND

Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 3-26-10 $71,179.20
On an "As Needed Basis"

Attachments

Link: Memo of Recommendation
Link: Tabulation Sheet
Link: service contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2010 03:32 PM	APRV
2	Budget & Management	Erika Zamora	03/25/2010 07:05 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/26/2010 09:17 AM	APRV
4	Auditor's Office		03/26/2010 04:09 PM	NEW

Form Started By: Elena Gomez Started On: 03/18/2010 12:30 PM
Final Approval Date: 03/26/2010

the No.1 ranked firm of Quintanilla, Headley for the provision of Surveying Services required for the sale or exchange of Precinct No. 3's sale or exchange of the former/old Administrative Offices and Shop Complex Project.

D. Pct. 4

1. AI-20459 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/Appraisal Services;
approved

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Appraisal Services required for: North "I" Road-Phase II Project in Pct. #4;
approved

1st. HLH Appraisal 98 ;2nd. Profcssional Appraisal 95 ;3rd. Adelaido Gonzalez/ DBA Southmos 80

c. Authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with the No.1 ranked firm of HLH for the provision of Appraisal Services for the North "I" Road-Phase II Project in Pct. #4;
approved

2. AI-20538 a. Requesting approval of a professional services agreement with QUINTANILLA, HEADLEY AND ASSOCIATES, INC. for the purposes of professional engineering services for: "PAVED and UN-PAVED ROAD CONSTRUCTION PROJECTS" (on an as needed basis) within Hidalgo County Precinct No. 4.
approved

b. Requesting approval of Work Authorization #1 ($ 66,112.25) (Amigo Park Subdivision) from J. E. Saenz & Associates, Inc. for Professional Engineering Services to the "Paved and Un-Paved Road Construction Projects" (on an as needed basis) located within Hidalgo County Precinct No. 4, in connection with Contract No. C-10-072-03-23;
approved

c. Requesting approval of Work Authorization #2 ($ 20,000.00) (Murillo II Subdivision) from J. E. Saenz & Associates, Inc. for Professional Engineering Services in connection to the "Paved and Un-Paved Road Construction Projects" (on an as needed basis) located within Hidalgo County Pct. No. 4, in connection with Contract No. C-10-072-03-23;
approved

d. Requesting approval of Work Authorization #3 ($ 3,500.00) (Chapa Road) from J. E. Saenz & Associates, Inc. for Professional Engineering Services in connection to the "Paved and Un-Paved Road Construction Projects" (on an as needed basis) located within Hidalgo County Pct. No. 4, in connection with Contract No. C-10-072-03-23.
approved

E. Sheriff's Office

1. AI-20443 Presentation of bids received for the purposes of award and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County Sheriff's Office - DNA Testing Lab Services" - RFB-2010-069-03-30-MEG
approved

F. County Clerk

1. AI-20509 Requesting authority to advertise a request for proposals with approval of procurement packet (i.e. specifications/requirements, legal notice & draft contract documents) as attached hereto for " Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"-RFP No. 2010-089-04-21-otm
ıpproved

G. Co. Wide

1. N/A HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title

AI-31485 **11. E.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the additional sixty (60) days extension option as provided under current contract for "Sign Language Interpreters-Non-Courtroom" for Hidalgo County, under the same rates, terms, and conditions with Gloria Flores Interpreting Services. E-11-107-03-15

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Services are on an as needed basis. See attached exp. report for possible report for possible funding sources and availability

Attachments

Extension Letter and Contract

exp. report

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Rocio Villarreal Started On: 03/14/2012 03:14 PM

Final Approval Date: 03/19/2012

PURCHASING DEPARTMENT
County Of Hidalgo

March 13, 2012

CERTIFIED MAIL
7099 3220 0002 945 6623
Via Email: gfloresj@yahoo.com

Gloria Flores Interpreting Services
PO Box 4056
Mission, Texas 78572

Re: E-11-107-03-15-Sign Language Interpreters for Non-Courtroom Interpreting Assignments for Hidalgo County

Dear Ms. Flores:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise a (90) Ninety Day Extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 27, 2012, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, March 23, 2012,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/20/2011

PRODUCER (956)686-8323 FAX (888)512-2080
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
Rosalinda Solis

INSURED Gloria Minerva Flores
P.O. Box 4056
Mission, TX 78573

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	NAIC #
INSURER A: United States Liability (B&W)	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				WC STATU-TORY LIMITS ☐ OTH-ER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Errors & Omissions	SP1016040C	08/31/2011	08/31/2012	Each Claim $500,000 Aggregate $500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept.
Attn: Mattie
2812 S. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/ROS B.R. Whisenant, Jr.

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PURCHASING DEPARTMENT
County Of Hidalgo

March 9, 2011

Gloria Flores Interpreting Services
PO Box 4056
Mission, Texas

CERTIFIED MAIL
7099 3220 0002 9745 6234
Via Email: gfloresj@yahoo.com

Re: E-10-145A-03-16-Sign Language Interpreters for Non-Courtroom Interpreting Assignments for Hidalgo County

Dear Ms. Flores:

Commissioners' Court will take applicable action (Tuesday, March 15, 2011) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of April 1, 2011. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, March 11, 2011, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 3/22/11

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

March 10, 2010

Gloria Flores Interpreting Service
PO Box 4056
Mission, Texas

Via Email: gflorestj@yahoo.com

Re: C-09-024-03-24-Sign Language Interpreters for Courtroom Interpreting Assignments for Hidalgo County

Dear Ms. Flores:

Commissioners' Court will take applicable action (Tuesday, March 16, 2010) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of April 1, 2010. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, March 12, 2010, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-024A-03-24

THIS CONTRACT is made and entered into this **24th** day of **March, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Gloria Flores dba Gloria Flores Interpreting Services,** a Texas Sole Proprietor ("Company").

WHEREAS, Company responded to advertised notices for bids for **Sign Language Interpreting Services on a (AS NEEDED BASIS)for Non-Courtroom Interpreting** for **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 the RFB, 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**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff 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 **April 1, 2009** and ending on **March 31, 2010** and may be extended at the sole discretion of County for an additional two (2) years 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 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:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Gloria Flores DBA** **Gloria Flores Interpreting Services** **PO Box 4056** **Mission, Texas 78572**

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 County 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.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Gloria Flores DBA Gloria Flores Interpreting Services

By: _____
Printed Name: Gloria Flores
Title: Interpreter f/t Deaf

APPROVED AS TO FORM:
Hidalgo County
District Attorney

_____
By: Antonio Mendoza, Asst. District Attorney

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 20, 2009

Re: **HIDALGO COUNTY**
Request for Bids- -**"SIGN LANGUAGE INTERPRETING SERVICES"**
Bid No: 2009-024-02-04-SMA

Dear Respondent:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY

"Sign Language Interpreting Services"
Bid No: 2009-024-02-04-SMA

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __6__pages.**
4. **Exhibit "B" Bid Page, consisting of__2__pages.**
5. **Exhibit "C" Insurance Requirements, consisting of ___5___ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of _2___ pages.**
7. **Vendor/Bidder Application and W-9 form consisting of ___7___ pages.**
8. **Certification Regarding Debarment, consisting of__2__ pages.**
9. **Draft Service Contract, consisting of ____6___ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar/dbs

Martha L. Salazar, CPPB
Purchasing Agent

January 20, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-024-02-04-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY
"Sign Language Interpreting Services"

BID OPENING DATE:
February 04, 2009 @ 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-SIGN LANGUAGE INTERPRETING SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-024-02-04-SMA-HIDALGO COUNTY-SIGN LANGUAGE INTERPRETING SERVICES** and in 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, FEBRUARY 04, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO RFB No. 2009-024-02-04-SMA-HIDALGO COUNTY-"SIGN LANGUAGE INTERPRETING SERVICES"

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY– SIGN LANGUAGE INTERPRETING SERVICES"** 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:

Elizabeth Cano, Accounts Payable Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**February 04,2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of

the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. 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.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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.

26. 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.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful 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
"Sign Language Interpreting Services"
BID NO.: 2009-024-02-04-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing 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 "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County

Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

EXHIBIT "A"

HIDALGO COUNTY

"Sign Language Interpreting Services"

RFB: 2009-024-02-04-SMA

SPECIFICATIONS/REQUIREMENTS

SCOPE OF SERVICES

The intent of this solicitation is to acquire the services of a sign language interpreting firm (Vendor) for all County agencies on an as-needed and emergency basis.

More than one award may be made under this solicitation to assure complete coverage for the County's needs throughout the contract term.

SPECIFICATIONS/REQUIREMENTS:

1. Vendor shall maintain a staff of certified interpreters who will be able to respond to emergency needs 24 hours each day with a 2-hour response time.
2. Vendor must maintain such records as may be required by the specialized needs of the various County departments requiring the services.
3. Vendor shall provide certified interpreting services to the County relating to matters, including but not limited to:

    A. Court related
    B. Law enforcement related matters
    C. Health and mental health clinic visits
    D. Social services needs
    E. Engineering/technical meetings/workshops
    F. Staff meetings
    G. Public meetings
    H. Probation Related Matters

5. Vendor must work closely with County personnel to ensure full participation by all hearing impaired persons in the relationship with the County.
6. Vendor must maintain adequate interpreting resources to cover all assignments made with advance notice. Vendor must provide the County with all data about their interpreting pool including number of interpreters available, number of certified interpreters, number certified interpreters with legal specialization, and the names of the primary people and their certification level, who will be providing services under this contract
7. Vendor must maintain a schedule of "on call" certified interpreters who will respond promptly to emergency needs 24 hours each day with a 2-hour response time.
8. Vendor must guarantee that each interpreter assigned is certified to provide the highest quality of communication for the situation and for the individual(s) being served.
9. Vendor must maintain a detailed record regarding each assignment placed against the contract.
10. Vendor shall ask for a purchase order number for the services rendered that will be requested by authorized County personnel.
11. If vendor fails to honor the promised assignment date for any reason shall result in the provision of a like period of services for the County at no charge.
12. If Vendor fails to honor scheduled assignments this may result in contract termination.
13. If in any event, a department requires more than two hours of interpreting services, Vendor

must provide a second interpreter as a back up and relief.

14. Vendor shall be on a cost per hour for interpreting services from the time that the interpreter arrives at the scene or the time of the appointment previously scheduled until completion of the service. No travel or portal to portal rates will be accepted by the County. Pricing for on-site interpreting services shall be based on the schedule in the bid page (Exhibit B) form enclosed. No more than one interpreter shall be sent in response to a service request unless the use of additional interpreters is pre-approved and ordered by the requesting department

INTERPRETING SERVICES:

. *Business Service Requests*: It is understood and agreed that here are 2 categories for Business ~~hour request, which includes *Business Hour Requests with at least 24 hour notice*,~~ and *Business Hour Requests with 2 to 23 hours and 59 minutes in advance*. It is understood and agreed that the County will pay the higher business hour rate when notice is given 2 to 23 hours and 59 min. in advance.

Extended Service Requests: An extended service hour is any scheduled interpreting situations which begins after 6:00 p.m. and before 8:00 a.m., Monday through Friday and Weekends. Weekend interpreting services is any scheduled interpreting situation which occurs anytime on Saturday or Sunday.

. Emergency/Holidays:

- When an emergency situation arises, the department staff or designated representative will call the Vendor=s emergency telephone number, and request the emergency services of a certified on-call interpreter.
- The Vendor must be able to provide interpreters within two (2) hours of receiving request for emergency services.
- Emergency interpreting service situations within proceedings of state agencies, courts, and political subdivisions are defined as essential situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night.
- Holiday Interpreting service situations are defined as applying to any Federal, or County observed holiday.

When making requests (phone, e-mail or fax) authorized County personnel will provide the following information:

- Date, time and expected duration of the assignment.
- Location (street address, room number) of the assignment.
- Name and phone number of an on-site contact person.
- Special information pertinent to the appropriate placement of an interpreter (type of meeting, communication preference of the client).
- Name of deaf or hard of hearing client(s) when possible.
- Number of interpreters required.

STAFFING/INTERPRETERS AVAILABLE

The Vendor shall provide with its bid response:

A. Type(s) of certification held by the interpreters
B. Number of CERTIFIED interpreters available.
C. The extent of training and evaluation of interpreters provided by the Vendor
D. Names of primary certified interpreters who will be providing the services

E. A discussion on the Vendor=s quality control program and how vendor will work with the County's Representatives on procedures reviews of interpreting program.

REFERENCES:

Provide references where similar services have been provided by the firm.

BID PRICES:

Prices shall remain firm for the period of the contract. Bidder must include any and all cost in the hourly rate price entered in Exhibit "B" Bid Page.

TERM OF CONTRACT:

A. The Contract unit prices will remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.

B. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.

C. If, during the life of the contract, the successful bidder prices generally available for items awarded are reduced or below the contract price, it is understood and agreed that the benefits of such reduction be extended to the County.

METHOD OF AWARD:

Award, if any, will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified in Exhibit "B"(Bid Page) and meeting all the requirements/and or specifications.

PAYMENT PROCEDURES

The Vendor will prepare an itemized invoice with attached documentation for each service rendered including the purchase order number, date and time of service. Emergency calls under this network will be included on the itemized invoices submitted to the County Department.

QUALIFICATIONS

The Vendor must have the following qualifications but not limited to the following:

A. Be regularly engaged in the sign language interpreting business.

B. Have available under direct supervision and employment, the necessary organization and facilities to properly fulfill the services required in a timely manner.

C. Have available certified interpreters with the minimum of two (2) years experience in sign language interpretation for the hearing impaired.

D. Provide certified interpreters to perform sign language interpretation fluently. Hidalgo County reserves the option to request replacement interpreter(s) after the service period has begun if necessary; and at any other time deemed necessary.

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 Vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, January 28, 2009 BY 5:00 P.M. ~~Responses will be sent to all applicants via facsimile or e-mail by no~~ **later than FRIDAY, January 30, 2009 BY 5:00 P.M.**

EXHIBIT "B"

BID PAGE

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

EXHIBIT "B"

Hidalgo County

"Sign Language Interpreting Services"
RFB: 2009-024-02-04-SMA
Bid Page

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

Prices shall include all costs associated with the provision of all services, including administrative fees, if any, and local travel related costs.

BUSINESS HOURLY RATES- (Scheduled at least 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $_____hourly rate

Courtroom Interpreting Assignments $_____hourly rate

BUSINESS HOURLY RATES (Scheduled less than 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $_____hourly rate

Courtroom Interpreting Assignments $_____hourly rate

EXTENDED SERVICE HOURLY RATES: Monday through Friday and Weekends (Between 6:00pm and 8:00am,)

Non-courtroom Interpreting Assignments $_____ hourly rate

Courtroom Interpreting Assignments $_____hourly rate

EMERGENCY/ HOLIDAYS (as defined by the Texas Commission for the Deaf and Hard of Hearing)
Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.

Non-courtroom Interpreting Assignments $_____hourly rate

Courtroom Interpreting Assignments $_____hourly rate

BIDDER/COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE No: _____ FAX No: _____

E-MAIL ADDRESS: _____

CELLULAR No.: _____

PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

Request for Bids
Hidalgo County

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

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 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 THE 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 AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC				EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL 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 EA ACC $ AUTO ONLY: AGG $
C	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING 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

CANCELLED

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"

CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

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

VENDORS APPLICATION & W-9 FORM

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered ~~as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid~~ certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ►** | **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

Hidalgo County
Request for Bids

"SIGN LANGUAGE INTERPRETING SERVICES"

BID No. 2009-024-02-04-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"

Hidalgo County

"Sign Language Interpreting Services"

RFB: 2009-024-02-04-SMA

Bid Page

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

Prices shall include all costs associated with the provision of all services, including administrative fees, if any, and local travel related costs.

BUSINESS HOURLY RATES- (Scheduled at least 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $ 50.00 TX hourly rate minimum 2 hours

Courtroom Interpreting Assignments $ N/A hourly rate Not Court Certified

BUSINESS HOURLY RATES (Scheduled less than 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)

Non-courtroom Interpreting Assignments $ 65.00 XX hourly rate minimum 2hours

Courtroom Interpreting Assignments $ N/A hourly rate Not Court Certified

EXTENDED SERVICE HOURLY RATES: Monday through Friday and Weekends (Between 6:00pm and 8:00am.)

Non-courtroom Interpreting Assignments $ 65.00 XX hourly rate minimum 2hours

Courtroom Interpreting Assignments $ N/A hourly rate Not Court Certified

EMERGENCY/ HOLIDAYS (as defined by the Texas Commission for the Deaf and Hard of Hearing)
Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.

Non-courtroom Interpreting Assignments $ 75.00 XX hourly rate minimum 2 hours

Courtroom Interpreting Assignments $ N/A hourly rate Not Court Certified

BIDDER/COMPANY NAME: Gloria Flores Interpreting Services.

ADDRESS: P.O. Box 4056

CITY STATE ZIP CODE: Mission, TX

PHONE No: 735 3973 FAX No:

E-MAIL ADDRESS: gflores1j@yahoo.com

CELLULAR No.: 735 3973

PRINTED NAME: Gloria Flores

AUTHORIZED SIGNATURE:

TITLE: Interpreter r/t Deaf DATE: 02-09-09

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/10/2009

PRODUCER (956)686-8323 FAX (956)686-0241
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
Rosalinda Solis

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 Gloria Minerva Flores
P.O. Box 4056
Mission, TX 78573

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United States Fire Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	SP1016040	08/31/2008	08/31/2009	Aggregate	$500,000
						Each Claim	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
2812 S. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/ROS

B.R. Whisenant, Jr.

©ACORD CORPORATION 1988

ASSUMED NAME CERTIFICATE

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

KNOW ALL MEN BY THESE PRESENTS: 1794884

THAT Gloria Minerva Flores, the undersigned, for the purpose of complying with Chapter 36, Title 4, Business and Commerce Code of the State of Texas, do hereby certify to the following facts:

1. Gloria Flores Interpreting Services is the assumed name under which the business or professional services is or is to be conducted or rendered.
2. Registrant: Individual [1]
3. Names and Addresses: [2]

Name	Gloria Flores		1801 Gladiola Dr.
Title	Owner	Address	Mission, Tx 78572
Name			
Title		Address	
Name			
Title		Address	
Name			
Title		Address	

Said (Company / Corporation) was duly (associated / incorporated) under the laws of Texas and its registered or similar office address there is 1801 Gladiola Dr. Mission, Tx [4]

County or counties within the State of Texas where the business or professional services are being or are to be conducted or rendered under said assumed name: Hidalgo County [5]

4. The business or professional service is a: [4] Sole proprietorship [6]
The corporation is a : [4]

5. The period, not to exceed ten (10) years, during which the assumed name will be used is from the 15th day of August, 20 07, until the 15th day of August, 20 17.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this the 15th day of August, 20 07

1 Indicate whether the registrant is an Individual; a Partnership; an Estate; a Real Estate Investment Trust; a Company; a Corporation.

2. If the registrant is:

a An individual, full name and residence address;
b A Partnership, the venture or partnership name, the venture or partnership office address, the full name of each joint venturer or general partner and their residence address if an individual, or its office address if not an individual;
c an Estate, the name of the estate, the estate's office address, if any, and the full name of each representative of the estate, residence address, if an individual, or its office address if not an individual;
d a Real Estate Investment Trust, the name of the trust, the address of the trust, the full name of each trustee manager, residence address, if an individual, or its office address if not an individual;
e a Company, other than a real estate investment trust, or a corporation, the name of the company or corporation, the state, county or other jurisdiction under the laws of which it was organized, incorporated or associated, and its office address;
f a Corporation, the name of the corporation as stated in its articles of incorporation or association or comparable document, the state, county, or other jurisdiction under the laws of which it was incorporated or associated and address of its registered or similar office in that state, county or jurisdiction, if required to maintain a registered office in this state, the address of such registered office and the name of its registered agent at such address, and the address of its principal office if not the same as that of its registered office in this state; if the corporation is not required to or does not maintain a registered office in this state, its office address in this state or if the corporation is not incorporated, organized or associated under the laws of this state, the address of its place of business in this state or its office address elsewhere, if any.

3. Insert titles as: individual, general partner, joint venturer, repre tive, trustee manager, company/corporate office, attorney in fact and registered agent and/or indicate registered office address, etc
4 Strike if not applicable
5. Insert form of business/corporation as proprietorship, sole practitioner, joint venture, general partnership, limited partnership, real state investment trust, joint-stock company, or some other form of unincorporated business or professional association or entity, or for corporations; business corporation, nonprofit corporation, professional corporation, or some other type of incorporated business, professional or other association, or legal entity

TEXAS LIABILITY INSURANCE CARD... This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Insurance Company

State Farm Mutual Automobile Insurance Company

Agent or Producer **6162-116**

JERRY SAENZ JR
PHONE# (956)585-2715

TEXAS OPERATION CENTER PHONE #-800-252-7645

Vehicle - Year, Make, Model of Covered Vehicle, VIN

1 2000 FORD EXPLORER
1FMZU62X8YZA44792
4 2006 CHEVROLET EQUINOX
2CNDL13F766175811

Policy Number **101 5867-C02-53E**
SFPP 1036753025

Insured **FLORES, GLORIA M**
13 SAENZ ST
RIO GRANDE CY TX 78582-9724

Renewal Effective Date **SEP 02 2008** to Renewal Expiration Date **MAR 02 2009**

KEEP YOUR CURRENT ID CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.

Coverages

VEH 1 A B2 H120 C 565A
VEH 4 A B2 H120 C

Drivers: **SANTIAGO GLORIA**

2210

(o1b031me) **KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION** **MUTL VOL**

TEXAS LIABILITY INSURANCE CARD... This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Insurance Company

State Farm Mutual Automobile Insurance Company

Agent or Producer **6162-116**

JERRY SAENZ JR
PHONE# (956)585-2715

TEXAS OPERATION CENTER PHONE #-800-252-7645

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VEH 4 A B2 H120 C

Drivers: **SANTIAGO GLORIA**

2210

(o1b031me) **KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION** **MUTL VOL**

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
2-1100-412-00-002-001-0-831	93RD DC-COURT COSTS & INVESTIGATION	500.00	.00	.00	.00	500.00	.00
2-1100-412-00-003-001-0-350	139TH DC-OTHER SERVICES	500.00	.00	.00	.00	500.00	.00
2-1100-412-00-003-001-0-831	139TH DC-COURT COSTS & INVESTIGATION	2,000.00	.00	.00	.00	2,000.00	.00
2-1100-412-00-004-001-0-831	206TH DC-COURT COSTS & INVESTIGATION	2,739.00	1,205.00	.00	.00	1,534.00	43.99
2-1100-412-00-005-001-0-831	275TH DC-COURT COSTS & INVESTIGATION	1,000.00	.00	.00	.00	1,000.00	.00
2-1100-412-00-006-001-0-831	332ND DC-COURT COSTS & INVESTIGATION	500.00	.00	.00	.00	500.00	.00
2-1100-412-00-008-001-0-831	389TH DC-COURT COSTS & INVESTIGATION	1,000.00	.00	.00	.00	1,000.00	.00
2-1100-412-00-009-001-0-831	398TH DC-COURT COSTS & INVESTIGATION	1,091.00	.00	.00	.00	1,091.00	.00
2-1100-412-00-010-001-0-831	430TH DC-COURT COSTS & INVESTIGATION	1,000.00	500.00	400.00	400.00	100.00	90.00
2-1100-412-00-011-001-0-831	449TH DC-COURT COSTS & INVESTIGATION	550.00	550.00	.00	.00	.00	100.00
2-1100-412-00-022-001-0-831	CCL#2-COURT COSTS & INVESTIGATION	368.00	.00	.00	.00	368.00	.00
2-1100-412-00-031-001-0-831	MASTER CRT-COURT COSTS & INVESTIGATION	300.00	.00	.00	.00	300.00	.00
2-1100-412-00-032-001-0-831	MASTER CRT II-COURT COSTS & INVESTIG	1,400.00	.00	.00	.00	1,400.00	.00
2-1100-412-00-066-001-0-831	JP PCT 3/PL 2-COURT COSTS &INVESTIGATION	300.00	.00	.00	.00	300.00	.00
2-1100-412-00-080-002-0-831	CRIM DA-COURT COSTS & INVESTIGATION	75,000.00	224.44	16,484.16	16,484.16	58,291.40	22.28
2-1100-412-00-080-013-0-831	DA'S CIVIL LITIGATION-COURT COSTS & INVE	4,816.75	.00	.00	.00	4,816.75	.00
2-1100-412-00-090-001-0-831	DIST CLERK-COURT COSTS & INVESTIGATION	500.00	.00	.00	.00	500.00	.00
2-1100-412-00-115-014-0-831	VISITING JUDGES-COURT COST & INVESTIGATI	10,000.00	.00	1,790.81	1,790.81	8,209.19	17.91
2-1100-412-20-080-001-0-831	GRAND JURY-COURT COSTS & INVESTIGATION	500.00	.00	.00	.00	500.00	.00
2-1100-413-30-125-004-0-339	CO COMM-OTHER PROF SRV	3,000.00	.00	.00	.00	3,000.00	.00
2-1100-415-00-115-002-0-339	CO WIDE ADM-OTHER PROF SRV	21,258.96	18,258.96	.00	.00	3,000.00	85.89
2-1100-415-00-115-002-0-350	CO WIDE ADM-OTHER SERVICES	50,000.00	31,650.20	18,349.80	18,349.80	.00	100.00
2-1100-415-14-115-001-0-339	DBM-BUDGET DIV-OTHER PROF SRV	26,567.76	.00	.00	.00	26,567.76	.00
2-1100-415-15-140-001-0-350	TAX OFF-OTHER SERVICES	50,000.00	14,190.00	2,838.00	2,838.00	32,972.00	34.06
2-1100-415-15-140-002-0-350	TAX OFF LOCK BOX SRV-OTHER SERVICES	40,000.00	12,019.25	13,031.25	13,031.25	14,949.50	62.63
2-1100-415-16-150-001-0-350	CO TREASURER-OTHER SERVICES	2,900.00	1,655.50	473.00	473.00	771.50	73.40
2-1100-415-18-160-001-0-350	PURCHASING-OTHER SERVICES	11,000.00	1,960.00	980.00	980.00	8,060.00	26.73
2-1100-415-19-115-020-0-339	ARBITRAGE CALC-OTHER PROF SRV	6,500.00	.00	.00	.00	6,500.00	.00
2-1100-415-21-170-001-0-350	CO AUDITOR-OTHER SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
2-1100-415-30-125-006-0-339	GENERAL LITIGATION-OTHER PROF SRV	600,000.00	.00	30,122.47	30,122.47	569,877.53	5.02
2-1100-415-40-180-001-0-339	CO CLERK-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-415-40-180-001-0-350	CO CLERK-OTHER SERVICES	5,676.00	3,806.16	450.84	450.84	1,419.00	75.00
2-1100-415-40-180-002-0-339	CO CLERK RECORD ARCHIVE-OTHER PROF SRV	77,996.00	.00	.00	.00	77,996.00	.00
2-1100-415-40-180-002-0-350	CO CLERK RECORD ARCHIVE-OTHER SERVICES	1,170,921.60	580,089.60	590,832.00	590,832.00	.00	100.00
2-1100-419-40-220-001-0-339	FACILITIES MGMT-OTHER PROF SRV	1,000.00	.00	.00	.00	1,000.00	.00
2-1100-419-50-125-003-0-339	SAFETY-OTHER PROF SRV	56,800.00	27,022.00	2,978.00	2,978.00	26,800.00	52.82
2-1100-419-60-125-010-0-350	MAILING SERVICES-OTHER SERVICES	50,000.00	43,193.17	6,806.83	6,806.83	.00	100.00
2-1100-421-00-115-011-0-350	CO WIDE LAW ENF-OTHER SERVICES	55,000.00	45,833.30	9,166.66	9,166.66	.04	100.00
2-1100-421-00-280-001-0-339	SHERIFF-OTHER PROF SRV	102,500.00	18,327.00	1,396.97	1,396.97	82,776.03	19.24
2-1100-421-00-280-001-0-350	SHERIFF-OTHER SERVICES	6,000.00	1,935.00	1,290.00	1,290.00	2,775.00	53.75
2-1100-421-53-123-041-0-339	RURAL AMBULANCE-OTHER PROF SRV	26,378.99	.00	.00	.00	26,378.99	.00
2-1100-423-21-280-002-0-339	JAIL-OTHER PROF SRV	16,000.00	475.00	1,836.55	1,836.55	13,688.45	14.45
2-1100-423-32-330-001-0-339	JUV DET HM-OTHER PROF SRV	38,000.00	26,490.00	3,510.00	3,510.00	8,000.00	78.95
2-1100-423-60-330-002-0-339	JUV PROB-OTHER PROF SRV	15,000.00	5,953.75	546.25	546.25	8,500.00	43.33
2-1100-423-60-330-002-0-350	JUV PROB-OTHER SERVICES	46,450.00	1,774.00	23,226.00	23,226.00	21,450.00	53.82
2-1100-432-00-121-001-0-350	PCT1 SANITATION-OTHER SERVICES	143,564.00	35,164.20	103,251.93	103,251.93	5,147.87	96.41
2-1100-441-00-340-001-0-339	HEALTH ADM-OTHER PROF SRV	2,000.00	700.00	100.00	100.00	1,200.00	40.00
2-1100-441-00-340-001-0-350	HEALTH ADM-OTHER SERVICES	5,000.00	2,935.60	232.00	232.00	1,832.40	63.35
2-1100-441-00-340-003-0-339	HEALTH CLINICS-OTHER PROF SRV	19,000.00	8,853.46	192.04	192.04	9,954.50	47.61
2-1100-441-00-340-003-0-350	HEALTH CLINICS-OTHER SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
2-1100-444-00-125-017-0-831	MENTAL HEALTH-COURT COSTS & INVESTIGATIO	38,800.00	.00	7,299.00	7,299.00	31,501.00	18.81
2-1100-444-00-240-001-0-339	HUMAN SERVICES-OTHER PROF SRV	700.00	300.00	.00	.00	400.00	42.86
2-1100-444-00-240-001-0-350	HUMAN SERVICES-OTHER SERVICES	1,200.00	804.00	.00	.00	396.00	67.00
2-1100-444-00-360-001-0-831	CHILD WELFARE-COURT COSTS &INVESTIGATION	4,010.55	.00	.00	.00	4,010.55	.00
2-1100-452-00-121-013-0-350	PCT1 PARKS-OTHER SERVICES	21,550.00	1,795.83	3,591.66	3,591.66	16,162.51	25.00
2-1100-452-00-122-008-0-339	PCT2 PARKS-OTHER PROF SRV	1,107.50	.00	.00	.00	1,107.50	.00
2-1100-452-00-123-008-0-339	PCT3 PARKS-OTHER PROF SRV	.00	5,619.33	.00	.00	-5,619.33	.00
2-1100-461-00-125-025-0-350	PREDATORY ANIMALS-OTHER SERVICES	28,800.00	26,400.00	2,400.00	2,400.00	.00	100.00
2-1100-461-00-125-027-0-350	HUMANE SOCIETY-OTHER SERVICES	463,500.00	386,250.00	77,250.00	77,250.00	.00	100.00
2-1200-431-00-121-005-0-339	PCT1 RD MAINT-OTHER PROF SRV	4,950.00	.00	32.00	32.00	4,918.00	.65
2-1200-431-00-122-006-0-339	PCT2 RD MAINT-OTHER PROF SRV	44.90	.00	.00	.00	44.90	.00
2-1200-431-00-123-004-0-339	PCT3 ADM-OTHER PROF SRV	1,000.00	1,000.00	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1200-431-00-124-007-0-339	PCT4 RD MAINT-OTHER PROF SRV	500.00	.00	.00	.00	500.00	.00
2-1223-412-00-080-007-0-831	DA INVESTIGATION HB65-COURT COSTS&INVEST	75,000.00	.00	431.55	431.55	74,568.45	.58
2-1227-421-00-280-005-0-350	SHRF INVESTIG HB65-OTHER SERVICES	2,000.00	.00	.00	.00	2,000.00	.00
2-1227-421-00-280-005-0-831	SHRF INVESTIG HB65-COURT COSTS & INVEST	7,000.00	.00	.00	.00	7,000.00	.00
2-1237-415-40-180-003-0-350	CC REC MGMT-OTHER SERVICES	30,200.00	24,000.00	2,400.00	2,400.00	3,800.00	87.42
2-1238-412-00-090-003-0-350	DC COUNTY REC MGMT-OTHER SERVICES	245,016.77	49,302.00	73,953.00	73,953.00	121,761.77	50.30
2-1239-412-00-115-043-0-339	COURT REPORTER-OTHER PROF SRV	165,000.00	.00	.00	.00	165,000.00	.00
2-1239-412-00-115-043-0-831	COURT REPORTER-COURT COSTS&INVESTIGATION	93,000.00	.00	17,428.59	17,428.59	75,571.41	18.74
2-1243-412-00-023-002-0-831	PROBATE COURT-COURT COSTS&INVESTIGATION	15,700.00	.00	8,948.79	8,948.79	6,751.21	57.00
2-1247-412-50-100-001-0-350	LAW LIBRARY-OTHER SERVICES	2,000.00	.00	.00	.00	2,000.00	.00
2-1254-412-00-270-014-0-831	HIDTA US JUSTICE-COURT COSTS & INVESTIGA	3,500.00	.00	60.00	60.00	3,440.00	1.71
2-1283-414-00-130-010-8-350	HAVA-GENERAL COMPLIANCE-OTHER SERVICES	3,000.00	3,000.00	.00	.00	.00	100.00
2-1283-429-10-300-027-2-339	HS SHSP-LEAP-OTHER PROF SRV	3,372.47	.00	3,333.33	3,333.33	39.14	98.84
2-1292-441-00-350-001-2-339	WIC ADM-OTHER PROF SRV	650.00	650.00	.00	.00	.00	100.00
2-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SRV	10,000.00	.00	.00	.00	10,000.00	.00
2-1293-441-00-340-008-2-339	T.B. CONTROL-OTHER PROF SRV	9,000.00	.00	.00	.00	9,000.00	.00
2-1293-441-00-340-008-2-350	T.B. CONTROL-OTHER SERVICES	800.00	.00	.00	.00	800.00	.00
2-1293-441-00-340-028-2-350	BORDER HEALTH EWIDS-OTHER SERVICES	900.00	.00	.00	.00	900.00	.00
2-1293-441-00-340-048-5-350	HRSA-OTHER SERVICES	1,783.00	.00	.00	.00	1,783.00	.00
2-1294-423-00-330-010-2-339	TJPC-A-2012 - OTHER PROF SRV	1,750.00	.00	.00	.00	1,750.00	.00
2-1294-423-00-330-016-2-350	DONNA ISD-OTHER SERVICES	113,760.00	113,760.00	.00	.00	.00	100.00
2-1294-423-00-330-017-2-350	LA JOYA ISD-OTHER SERVICES	50,000.00	50,000.00	.00	.00	.00	100.00
2-1294-423-00-330-018-2-350	TJPC-P-2012 JJAEP-OTHER SERVICES	389,544.00	259,115.00	130,429.00	130,429.00	.00	100.00
2-1294-423-00-330-019-2-350	MCALLEN ISD-OTHER SERVICES	9,763.00	7,709.00	2,054.00	2,054.00	.00	100.00
2-1294-423-00-330-020-2-350	PSJA ISD-OTHER SERVICES	62,658.00	62,658.00	.00	.00	.00	100.00
2-1294-423-00-330-021-2-350	SHARYLAND ISD - OTHER SERVICES	29,546.00	29,546.00	.00	.00	.00	100.00
2-1294-423-00-330-023-2-350	ECISD-OTHER SERVICES	39,630.00	36,312.00	3,318.00	3,318.00	.00	100.00
2-1294-423-00-330-024-2-350	EDCOUCH-ELSA ISD-OTHER SERVICES	12,936.00	6,774.00	6,162.00	6,162.00	.00	100.00
2-1294-423-00-330-025-2-350	MISSION ISD-OTHER SERVICES	60,000.00	60,000.00	.00	.00	.00	100.00
2-1294-423-00-330-027-2-350	JJAEP DISCRETIONARY-OTHER SERVICES	687.30	687.30	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1294-423-00-330-039-2-350	MONTE ALTO ISD-OTHER SERVICES	7,110.00	7,110.00	.00	.00	.00	100.00
2-1294-423-00-330-040-2-350	HIDALGO ISD-OTHER SERVICES	21,883.00	21,883.00	.00	.00	.00	100.00
2-1294-423-00-330-041-2-350	MERCEDES ISD-OTHER SERVICES	31,526.00	28,919.00	2,607.00	2,607.00	.00	100.00
2-1294-423-00-330-043-2-350	VALLEY VIEW ISD-OTHER SERVICES	9,480.00	9,480.00	.00	.00	.00	100.00
2-1294-423-00-330-052-2-350	TJPC-C-2012 - OTHER SERVICES	278,360.72	169,235.60	71,984.64	71,984.64	37,140.48	86.66
2-1295-423-00-330-028-0-339	WESL B/C-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
2-1295-423-00-330-028-0-350	WESL B/C-OTHER SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
2-1297-423-00-320-002-2-339	BASIC SUPERVISION-OTHER PROF SRV	6,000.00	5,000.00	100.00	100.00	900.00	85.00
2-1297-423-00-320-002-2-350	BASIC SUPERVISION-OTHER SERVICES	13,980.64	1,551.96	428.68	428.68	12,000.00	14.17
2-1297-423-00-320-008-2-339	COMM CORR-OTHER PROFESSIONAL SERVICES	8,000.00	7,000.00	1,000.00	1,000.00	.00	100.00
2-1297-423-00-320-015-2-339	SEX OFFENDER CASELOAD-OTHER PROF SRV	26,220.00	17,330.00	4,890.00	4,890.00	4,000.00	84.74
2-1297-423-00-320-020-2-339	SATF-OTHER PROF SRV	5,066.00	1,636.00	426.00	426.00	3,004.00	40.70
2-1297-423-00-320-033-1-339	VETERAN'S COURT-OTHER PROF SRV	23,447.44	17,090.05	3,438.35	3,438.35	2,919.04	87.55
2-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	47.62	.00	.00	.00	47.62	.00
2-1312-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	2,489.36	.00	.00	.00	2,489.36	.00
2-1312-431-00-121-181-0-339	COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	22.83	22.83	.00	.00	.00	100.00
2-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	260.00	260.00	.00	.00	.00	100.00
2-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	1,235.07	1,235.07	.00	.00	.00	100.00
2-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	8,152.53	8,152.53	.00	.00	.00	100.00
2-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	1.04	1.04	.00	.00	.00	100.00
2-1312-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	8,684.73	.00	.00	.00	8,684.73	.00
2-1312-431-00-121-244-1-339	EL MESQUITE-OTHER PROF SRV	6,946.28	.00	.00	.00	6,946.28	.00
2-1312-431-00-121-388-0-339	LA MILPA S/D-OTHER PROFESSIONAL SRV	2,732.98	.00	.00	.00	2,732.98	.00
2-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	4,822.99	4,822.99	.00	.00	.00	100.00
2-1312-431-00-121-495-1-339	NORTH CAPISALLO-OTHER PROF SRV	3,095.32	.00	.00	.00	3,095.32	.00
2-1312-431-00-121-727-1-339	TIJERINA ESTATES-OTHER PROF SRV	7,578.20	.00	.00	.00	7,578.20	.00
2-1312-431-00-121-779-0-339	VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	3,107.70	3,107.70	.00	.00	.00	100.00
2-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	720.88	720.88	.00	.00	.00	100.00
2-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	31.77	31.77	.00	.00	.00	100.00
2-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	2,915.79	2,915.79	.00	.00	.00	100.00
2-1312-431-00-122-154-0-339	CITRIANA VILLAGE SUBD-OTHER PROF SRVS	13,179.86	.00	.00	.00	13,179.86	.00
2-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	637.81	637.81	.00	.00	.00	100.00
2-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	5,290.35	.00	.00	.00	5,290.35	.00
2-1312-431-00-122-557-1-339	PENTECOSTAL-OTHER PROF SRV	6,435.30	1,219.19	.00	.00	5,216.11	18.95
2-1312-431-00-122-596-0-339	RANCHO ESCONDIDO SUBD-OTHER PROF SRVS	13,245.15	13,245.15	.00	.00	.00	100.00
2-1312-431-00-122-693-1-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	2,747.64	2,000.30	.00	.00	747.34	72.80
2-1312-431-00-122-767-1-339	VAL BAR ESTATES-OTHER PROF SRV	5,228.25	5,228.25	.00	.00	.00	100.00
2-1312-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PROF SRVS	545.69	545.08	.00	.00	.61	99.89
2-1312-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PROF SRVS	5,512.11	3,349.61	.00	.00	2,162.50	60.77
2-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS	256.39	256.39	.00	.00	.00	100.00
2-1312-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE	11,087.14	11,085.32	.00	.00	1.82	99.98
2-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	8.00	8.00	.00	.00	.00	100.00
2-1312-431-00-123-014-1-339	ACEVEDO S/D #4-OTHER PROF SRV	12,431.00	12,431.00	.00	.00	.00	100.00
2-1312-431-00-123-055-0-339	ARIEL HINOJOSA SUBD-OTHER PROF SRVS	1,153.15	1,153.15	.00	.00	.00	100.00
2-1312-431-00-123-079-0-339	BASHAM #14-OTHER PROFESSIONAL SRVS	1,744.88	1,744.88	.00	.00	.00	100.00
2-1312-431-00-123-082-0-339	BASHAM #18-OTHER PROFESSIONAL SRVS	2,342.48	1,515.15	.00	.00	827.33	64.68
2-1312-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROFSNL SRV	14,412.69	14,412.69	.00	.00	.00	100.00
2-1312-431-00-123-234-0-339	DUDE HILL #1-OTHER PROFESSIONAL SERVICES	2,617.89	2,117.89	.00	.00	500.00	80.90
2-1312-431-00-123-312-1-339	HAVANA S/D-OTHER PROF SRV	6,547.27	6,547.27	.00	.00	.00	100.00
2-1312-431-00-123-324-0-339	HILDA SUBDIVISION #2-OTHER PROFESSNL SRV	1,505.95	405.80	.00	.00	1,100.15	26.95
2-1312-431-00-123-348-0-339	JARDIN TERRACE SUBDIVISION-OTHER PROF SR	5,872.82	.00	.00	.00	5,872.82	.00
2-1312-431-00-123-380-0-339	LA HOMA GROVE ESTATES-OTHER PROFESNL SRV	983.62	983.62	.00	.00	.00	100.00
2-1312-431-00-123-385-1-339	LA HOMA RD S S/D-OTHER PROF SRV	6,671.04	6,671.04	.00	.00	.00	100.00
2-1312-431-00-123-397-0-339	LA SUENA SUBDIVISION-OTHER PROFESSNL SRV	6,055.60	3,016.83	3,038.77	3,038.77	.00	100.00
2-1312-431-00-123-421-0-339	LOMA LINDA HEIGHTS-OTHER PROFSNL SRV	8,980.97	8,980.97	.00	.00	.00	100.00
2-1312-431-00-123-488-0-339	MUNOZ ESTATES-OTHER PROF SRV	13,204.60	13,204.60	.00	.00	.00	100.00
2-1312-431-00-123-536-0-339	PALM LAKE ESTATES #1-OTHER PROFESSNL SRV	23,543.68	23,543.68	.00	.00	.00	100.00
2-1312-431-00-123-587-0-339	RAMIREZ SUBDIVISION-OTHER PROFESSNL SRV	2,747.82	.00	.00	.00	2,747.82	.00
2-1312-431-00-123-588-0-339	RAMIREZ SUBDIVISION #2-OTHER PROFSNL SRV	3,314.82	.00	.00	.00	3,314.82	.00
2-1312-431-00-123-589-0-339	RAMIREZ SUBDIVISION #3-OTHER PROFSNL SRV	3,454.37	.00	.00	.00	3,454.37	.00
2-1312-431-00-123-591-0-339	RAMON LEAL SUBDIVISION-OTHER PROFSNL SRV	136.81	.00	.00	.00	136.81	.00
2-1312-431-00-123-600-0-339	RANDOLPH BARNETT #1-OTHER PROFSNL SRV	3,229.87	.00	.00	.00	3,229.87	.00
2-1312-431-00-123-606-0-339	REGAL ESTATES-OTHER PROFSNL SRV	5,801.63	.00	.00	.00	5,801.63	.00
2-1312-431-00-123-780-1-339	VEREDA TROPICAL-OTHER PROFESSIONAL SRV	3,727.84	3,727.84	.00	.00	.00	100.00
2-1312-431-00-124-260-0-339	ENGLEMAN EST-OTHER PROF SRV	6,076.25	.00	.00	.00	6,076.25	.00
2-1312-431-00-124-274-0-339	FOSTER SUBDIVISION-OTHER PROF SERVICES	974.03	974.03	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1312-431-00-124-300-0-339	HACIENDA DE LOS VEGAS-OTHER PROF SERVICE	3,175.69	3,175.69	.00	.00	.00	100.00
2-1312-431-00-124-329-0-339	HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS	15,995.79	15,995.79	.00	.00	.00	100.00
2-1312-431-00-124-401-0-339	LAKEVIEW SUBDIVISION-OTHER PROF SERVICES	10,003.19	7,640.56	2,362.63	2,362.63	.00	100.00
2-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	6,212.50	6,212.50	.00	.00	.00	100.00
2-1312-431-00-124-603-0-339	RANKIN SUB-OTHER PROF SRV	18,310.38	.00	.00	.00	18,310.38	.00
2-1312-431-00-124-657-0-339	SEMINARY VILLAGE SUBD-OTHER PROF SRVS	2,585.50	2,585.50	.00	.00	.00	100.00
2-1312-431-00-124-752-0-339	TRENTON TERRACE-OTHER PROF SERVICES	9,654.40	9,654.40	.00	.00	.00	100.00
2-1312-431-00-124-844-0-339	COL ESPERANZA #2-OTHER PROF SERVICES	253.88	253.88	.00	.00	.00	100.00
2-1312-431-00-124-886-0-339	LABORSITA-OTHER PROF SERVICES	1,473.21	1,473.21	.00	.00	.00	100.00
2-2201-415-00-115-009-0-339	DBM-HEALTH INS ADM-OTHER PROF SRV	71,530.00	.00	.00	.00	71,530.00	.00
2-2201-415-00-115-010-0-350	HEALTH BENEFITS TPA&STP LOSS-OTHER SERV	1,500,000.00	.00	238,464.15	238,464.15	1,261,535.85	15.90
2-2202-419-50-115-065-0-339	DBM-W/C DIV-OTHER PROF SRV	26,500.00	.00	.00	.00	26,500.00	.00
2-2202-419-50-115-066-0-350	CLAIMS SERVICING-OTHER SERVICES	300,000.00	.00	42,750.00	42,750.00	257,250.00	14.25

AI-31451 **11. F.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the County's option to renew the second year (2nd) of the two (2)-one(1) year extension as provided in the current contracts for "Flexible Base Material (Crushed Caliche)" with Frontera Materials and Martin Marietta as follow, under the same rate, terms and conditions:

Frontera Materials:
E-11-135-04-19-Precincts #2 & 3 (aka C-10-088-04-27)
E-11-135A-04-19-Precincts #1-3-4 (aka C-10-088A-04-27)

Martin Marietta:
E-135B-04-19-Precincts 1 & 4 (aka C-10-088B-04-27)
E-11-135C-04-19-Precinct 2 (aka C-10-088C-04-27)

BACKGROUND

Said effective date will be May 3, 2012 with ending date of May 2, 2013.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Fiscal Impact-Various Accounts by Precincts.

FISCAL YEAR: 2012 ACCT. #: see attached

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

BUDGETARY IMPACT:

See attached exp report for possible funding sources and availability of funds.

Attachments

E-11-135-04-19-FRONTERA MATERIALS
E-11-135A-04-19-FRONTERA MATERIALS
E-11-135B-04-19-MARTIN MARIETTA
E-11-135C-04-19-MARTIN MARIETTA
exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/15/2012 08:54 AM
Budget & Management	Angela Garcia	03/15/2012 09:24 AM
Rosalinda Cantu	Rosie Cantu	03/16/2012 12:22 PM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Vangie Garcia Started On: 03/13/2012 09:46 AM

Final Approval Date: 03/19/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 13, 2012

Frontera Materials, Inc.
Attn: Barry M. Ehlinger
P.O. Box 1917
Weslaco, Texas 78599

Via Email: bmefrontera@aol.com

Re: E-11-135-04-19-Precincts #2 & 3 (C-10-088-04-27)
E-11-135A-04-19 Precincts #1-3-4 (C-10-088A-04-27)
"Flexible Base Material (Crushed Caliche)

Dear Mr. Ehlinger:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, March 27, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Monday, 20, 2012**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification) if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

REQUIREMENTS AGREEMENT
C-10-088-04-27

THIS AGREEMENT (the "Agreement") is entered into effective as of 27th day of April, 2010 by and between Frontera Materials (Primary) ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precincts No. 2 & 3** for the **"Flexible Base Material (Crushed Caliche"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions. This Contract shall commence on May 3, 2010 and expire on May 2, 2011.

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller". Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller or source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Frontera Materials, Inc.

Attn: Barry M. Ehlinger, Materials Manager
P.O. Box 1449
Elsa, Texas 78542

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY: Frontera Materials

PRINTED NAME: Barry M. Ehlinger

TITLE: Materials Mgr.

APPROVED AS TO FORM:
Atlas & Hall, LLP

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 04/27/2010

EXHIBIT "B"
BID PAGE

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Frontera Materials, Inc.

ADDRESS: PO Box 1449

CITY/STATE/ZIP: Elsa TX 78543

PHONE NO/FAX NO: 956-316-8954 / FAX 956-316-8905

CELL PHONE NO: 956-607-5965 Barry

E-MAIL ADDRESS: bmefrontera@aol.com

AUTHORIZED SIGNATURE: Barry McElroy

TITLE: Materials Mgr.

"EXHIBIT B"

HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2010-088-04-07-ERT

BID PAGE

Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.
Vendor shall be subject to random sampling of material by the County of Hidalgo.

HIDALGO COUNTY PRECINCT NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
INITIAL PIT LOCATIONS FOR PRECINCT NO. 1	
1. 490 Pit	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 1	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
INITIAL PIT LOCATIONS FOR PRECINCT NO. 2	
1. 490 Pit	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	

OPENED
9:45am
APR 07 2010
Witnessed

ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 2	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	(1) $ 3.25 (per ton) Vanderpool (2) $ 2.90 (per ton) 490 Pit
INITIAL PIT LOCATIONS FOR PRECINCT NO. 3	
(1.) Vanderpool Pit $3.25	4.
(2.) 490 Pit $2.90	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 3	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
INITIAL PIT LOCATIONS FOR PRECINCT NO. 4	
1. 490 Pit	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 4	
1.	3.
2.	4.

OPENED
9:45 am
APR 07 2010
Witnessed

HIDALGO COUNTY PURCHASING DEPARTMENT
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO: 2010-088-04-07-ET

NAME OF COMPANY	PRIMARY PER PRECINCT	SECONDARY PER PRECINCT
FRONTERA MATERIALS	PRECINCTS 2 & 3	PRECINCTS 1, 3 & 4
MARTIN MARIETTA MATERIALS	PRECINCTS 1 & 4	PRECINCT 2

FOR FURTHER DETAILED INFORMATION – SEE BID TABULATION PER PRECINCT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Araceli Zuniga
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: araceli@mcafeeagency.com

SEP 8 2011

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company of	
INSURER B: Charter Oak Fire Insurance Co	
INSURER C: Travelers Lloyds Insurance Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Frontera Materials, Inc.
P O Box 1449
Elsa TX 78543-1449

COVERAGES **CERTIFICATE NUMBER:** 11-12 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			BINDER PCKG	9/1/2011	9/1/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BINDER AUTO	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			BINDER UMBRELLA	9/1/2011	9/1/2012	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BINDER WC	9/1/2011	9/1/2012	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SCANNED

CERTIFICATE HOLDER

Hidalgo County
100 N. Closner Blvd
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/AZ

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 13, 2012

Frontera Materials, Inc.
Attn: Barry M. Ehlinger
P.O. Box 1917
Weslaco, Texas 78599

Via Email: bmefrontera@aol.com

Re: E-11-135-04-19-Precincts #2 & 3 (C-10-088-04-27)
E-11-135A-04-19 Precincts #1-3-4 (C-10-088A-04-27)
"Flexible Base Material (Crushed Caliche)

Dear Mr. Ehlinger:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, March 27, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Monday, 20, 2012**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification) if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

REQUIREMENTS AGREEMENT
C-10-088A-04-27

THIS AGREEMENT (the "Agreement") is entered into effective as of 27th day of April, 2010 by and between Frontera Materials, Inc. (Secondary) ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precincts No. 1, 3 &4** for the **"Flexible Base Material (Crushed Caliche"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions. This Contract shall commence on May 3, 2010 and expire on May 2, 2011.

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller". Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller or source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

Frontera Materials, Inc.

Attn: Barry M. Ehlinger, Materials Manager
P.O. Box 1449
Elsa, Texas 78542

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Frontera Materials

PRINTED NAME: Barry M. Ethridge

TITLE: Materials Mgr.

APPROVED AS TO FORM:
Atlas & Hall, LLP

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 04/27/2010

EXHIBIT "B"
BID PAGE

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Frontera Materials, Inc.

ADDRESS: PO Box 1449

CITY/STATE/ZIP: Elsa TX 78543

PHONE NO/FAX NO: 956-316-8954 / FAX 956-316-8905

CELL PHONE NO: 956-607-5965 Barry

E-MAIL ADDRESS: bmefrontera@aol.com

AUTHORIZED SIGNATURE: Barry McElroy

TITLE: Materials Mgr.

"EXHIBIT B"

HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2010-088-04-07-ERT

BID PAGE

Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.
Vendor shall be subject to random sampling of material by the County of Hidalgo.

HIDALGO COUNTY PRECINCT NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
INITIAL PIT LOCATIONS FOR PRECINCT NO. 1	
1. 490 Pit	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 1	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
INITIAL PIT LOCATIONS FOR PRECINCT NO. 2	
1. 490 PIT	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	

OPENED
9:45am
APR 07 2010
Witnessed

ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 2	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 3		
Flexible Base Material Type D Grade 6 (Crushed Caliche)	(1) $ 3.25 (per ton) Vanderpo (2) $ 2.90 (per ton) 490 Pit	
INITIAL PIT LOCATIONS FOR PRECINCT NO. 3		
(1.) Vanderpool Pit $3.25	4.	
(2.) 490 Pit $2.90	5.	
3.	6.	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).		
ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 3		
1.	3.	
2.	4.	

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
INITIAL PIT LOCATIONS FOR PRECINCT NO. 4	
1. 490 Pit	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 4	
1.	3.
2.	4.

OPENED
9:45 AM
APR 07 2010
Witnessed

HIDALGO COUNTY PURCHASING DEPARTMENT
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO: 2010-088-04-07-ET

NAME OF COMPANY	PRIMARY PER PRECINCT	SECONDARY PER PRECINCT
FRONTERA MATERIALS	PRECINCTS 2 & 3	PRECINCTS 1, 3 & 4
MARTIN MARIETTA MATERIALS	PRECINCTS 1 & 4	PRECINCT 2

FOR FURTHER DETAILED INFORMATION – SEE BID TABULATION PER PRECINCT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Araceli Zuniga
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: araceli@mcafeeagency.com

SEP 8 2011

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company of	
INSURER B: Charter Oak Fire Insurance Co	
INSURER C: Travelers Lloyds Insurance Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Frontera Materials, Inc.
P O Box 1449
Elsa TX 78543-1449

COVERAGES **CERTIFICATE NUMBER:** 11-12 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			BINDER PCKG	9/1/2011	9/1/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BINDER AUTO	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			BINDER UMBRELLA	9/1/2011	9/1/2012	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BINDER WC	9/1/2011	9/1/2012	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SCANNED

CERTIFICATE HOLDER

Hidalgo County
100 N. Closner Blvd
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/AZ

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 13, 2012

Martin Marietta Materials
Attn: Mr. Higgens
523 I-H 37 C-16
Corpus Christi, Texas 78408

Via Email: mark.higgens@martinmarietta.com

Re: E-11-135B-04-19 Precincts 1 & 4 (C-10-088B-04-27)
E-11-135C-04-19 Precinct 2 (C-10-088C-04-27)

Dear Ms. Hedden:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 20, 2012**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

REQUIREMENTS AGREEMENT
C-10-088B-04-27

THIS AGREEMENT (the "Agreement") is entered into effective as of 27th day of April, 2010 by and between Martin Marietta Materials Southwest, Inc. (Primary) ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precincts No. 1 & 4** for the **"Flexible Base Material (Crushed Caliche)"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions. This Contract shall commence on May 3, 2010 and expire on May 2, 2011.

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller". Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request. Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller or source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Martin Marietta Materials Southwest, Inc.

Attn: Sam Moreman, Yard Manager
P.O. Box 690
Portland, Texas 78374

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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

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).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

COMPANY: Martin Marietta Materials
PRINTED NAME: Stephanie Hedden
TITLE: Sales Coordinator

APPROVED AS TO FORM:
Atlas & Hall, LLP

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 04/27/2010

EXHIBIT "B"
BID PAGE

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: SAM MOREMAN / MARTIN MARIETTA MATERIALS

ADDRESS: P.O. BOX 690

CITY/STATE/ZIP: PORTLAND TX. 78374

PHONE NO/FAX NO: 361.643.6333 / 361.643.9434

CELL PHONE NO: 361.813.3570 / 361.813.1493

E-MAIL ADDRESS: STEPHANIE.HEDDEN@MARTINMARIETTA.COM

AUTHORIZED SIGNATURE: [signature]

TITLE: YARD MANAGER

"EXHIBIT B"

HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2010-088-04-07-ERT

BID PAGE

Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.
Vendor shall be subject to random sampling of material by the County of Hidalgo.

HIDALGO COUNTY PRECINCT NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 (per ton) FOB JERICO
INITIAL PIT LOCATIONS FOR PRECINCT NO. 1	
1. 2 miles S. of intersection	4.
2. FM 1017 & FM 3250 on 3250	5.
3. Jerico Pit, Linn TX.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 1	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 (per ton) FOB JERICO
INITIAL PIT LOCATIONS FOR PRECINCT NO. 2	
1. SAME AS ABOVE	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	

OPENED
9:40a
APR 07 2010
Witnessed

ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 2	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ - (per ton)
INITIAL PIT LOCATIONS FOR PRECINCT NO. 3	
1.	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s). ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 3	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 FOB (per ton) JERICO
INITIAL PIT LOCATIONS FOR PRECINCT NO. 4	
1. SAME AS ABOVE	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s). ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 4	
1.	3.
2.	4.

OPENED
9:40a
APR 07 2010
Witnessed

HIDALGO COUNTY PURCHASING DEPARTMENT
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO: 2010-088-04-07-ET

NAME OF COMPANY	PRIMARY PER PRECINCT	SECONDARY PER PRECINCT
FRONTERA MATERIALS	PRECINCTS 2 & 3	PRECINCTS 1, 3 & 4
MARTIN MARIETTA MATERIALS	PRECINCTS 1 & 4	PRECINCT 2

FOR FURTHER DETAILED INFORMATION – SEE BID TABULATION PER PRECINCT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH
100 N TRYON STREET, SUITE 3200
CHARLOTTE, NC 28202
(704) 374-8000
CA NON-RESIDENT NO. OB22889
J56965-8.RED-GAXWX-11-12

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE American Insurance Company	22667
INSURER B :	ACE Property And Casualty Ins Co	20699
INSURER C :	Indemnity Ins Co Of North America	43575
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Martin Marietta Materials
Southwest, Inc.
c/o Martin Marietta Materials, Inc.
Attn: Mr. Todd Crump
2710 Wycliff Road
Raleigh, NC 27607

OCT 04 2011 2:35PM

COVERAGES **CERTIFICATE NUMBER:** ATL-002851617-20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			HDOG25532119	09/30/2011	09/30/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	3,000,000 50,000 N/A 3,000,000 6,000,000 6,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			ISAH08692361	09/30/2011	09/30/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	3,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			XOOG25833016	09/30/2011	09/30/2012	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC46771229(AOS) WLRC46771242(MA)	09/30/2011 09/30/2011	09/30/2012 09/30/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000
A	Excess Workers Compensation			WCUC46771230	09/30/2011	09/30/2012	See additional page text.		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY ATIMA

CERTIFICATE HOLDER

Hildalgo County
2812 South Business 28

Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Rhonda M. Woods Rhonda M Woods

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: J56965
LOC #: Charlotte

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH	Martin Marietta Materials Southwest, Inc. c/o Martin Marietta Materials, Inc. Attn: Mr. Todd Crump 2710 Wycliff Road Raleigh, NC 27607
POLICY NUMBER	EFFECTIVE DATE:
CARRIER / NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

EXCESS WORKERS COMPENSATION (continued from page 1):

Policy #WCUC46771230 (09/30/2011-09/30/2012) ACE American Insurance Company
Applicable in the state of Ohio
NIL Employers Liability - Each Accident
NIL Employers Liability - Disease - per Employee
NIL Employers Liability - Disease - Policy Limit
$2,000,000 Retention

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 13, 2012

Martin Marietta Materials
Attn: Mr. Higgens
523 I-H 37 C-16
Corpus Christi, Texas 78408

Via Email: mark.higgens@martinmarietta.com

Re: E-11-135B-04-19 Precincts 1 & 4 (C-10-088B-04-27)
E-11-135C-04-19 Precinct 2 (C-10-088C-04-27)

Dear Ms. Hedden:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 20, 2012**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

REQUIREMENTS AGREEMENT
C-10-088C-04-27

THIS AGREEMENT (the "Agreement") is entered into effective as of 27th day of April, 2010 by and between Martin Marietta Materials Southwest, Inc. (Secondary) ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precinct No. 2** for the **"Flexible Base Material (Crushed Caliche)"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions. This Contract shall commence on May 3, 2010 and expire on May 2, 2011.

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller". Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller or source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Martin Marietta Materials Southwest, Inc.
Attn: Sam Moreman, Yard Manager
P.O. Box 690
Portland, Texas 78374

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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

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).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: MARTIN MARIETTA MATERIAL

PRINTED NAME: Stephanie Hedden

TITLE: SALES COORDINATOR

APPROVED AS TO FORM:
Atlas & Hall, LLP

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 04/27/2010

EXHIBIT "B"
BID PAGE

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: SAM MOREMAN / MARTIN MARIETTA MATERIALS

ADDRESS: P.O. BOX 690

CITY/STATE/ZIP: PORTLAND TX. 78374

PHONE NO/FAX NO: 361.643.6333 / 361.643.9434

CELL PHONE NO: 361.813.3570 / 361.813.1493

E-MAIL ADDRESS: STEPHANIE.HEDDEN@MARTINMARIETTA.COM

AUTHORIZED SIGNATURE: [signature]

TITLE: YARD MANAGER

"EXHIBIT B"

HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2010-088-04-07-ERT

BID PAGE

Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.
Vendor shall be subject to random sampling of material by the County of Hidalgo.

HIDALGO COUNTY PRECINCT NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 (per ton) FOB JERICO
INITIAL PIT LOCATIONS FOR PRECINCT NO. 1	
1. 2 miles S. of intersection	4.
2. FM 1017 & FM 3250 on 3250	5.
3. Jerico Pit, Linn Tx.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 1	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 (per ton) FOB JERICO
INITIAL PIT LOCATIONS FOR PRECINCT NO. 2	
1. SAME AS ABOVE	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	

OPENED
9:40am
APR 07 2010
Witnessed

ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 2	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ - (per ton)
INITIAL PIT LOCATIONS FOR PRECINCT NO. 3	
1.	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s). ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 3	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 FOB (per ton) JERICO
INITIAL PIT LOCATIONS FOR PRECINCT NO. 4	
1. SAME AS ABOVE	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s). ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 4	
1.	3.
2.	4.

OPENED
9:40am
APR 07 2010
Witnessed

HIDALGO COUNTY PURCHASING DEPARTMENT
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO: 2010-088-04-07-ET

NAME OF COMPANY	PRIMARY PER PRECINCT	SECONDARY PER PRECINCT
FRONTERA MATERIALS	PRECINCTS 2 & 3	PRECINCTS 1, 3 & 4
MARTIN MARIETTA MATERIALS	PRECINCTS 1 & 4	PRECINCT 2

FOR FURTHER DETAILED INFORMATION – SEE BID TABULATION PER PRECINCT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH
100 N TRYON STREET, SUITE 3200
CHARLOTTE, NC 28202
(704) 374-8000
CA NON-RESIDENT NO. OB22889
J56965-8.RED-GAXWX-11-12

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE American Insurance Company	22667
INSURER B :	ACE Property And Casualty Ins Co	20699
INSURER C :	Indemnity Ins Co Of North America	43575
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Martin Marietta Materials
Southwest, Inc.
c/o Martin Marietta Materials, Inc.
Attn: Mr. Todd Crump
2710 Wycliff Road
Raleigh, NC 27607

OCT 04 2011 2:35PM

COVERAGES **CERTIFICATE NUMBER:** ATL-002851617-20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			HDOG25532119	09/30/2011	09/30/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	3,000,000 50,000 N/A 3,000,000 6,000,000 6,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			ISAH08692361	09/30/2011	09/30/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	3,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			XOOG25833016	09/30/2011	09/30/2012	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC46771229(AOS) WLRC46771242(MA)	09/30/2011 09/30/2011	09/30/2012 09/30/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000
A	Excess Workers Compensation			WCUC46771230	09/30/2011	09/30/2012	See additional page text.		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY ATIMA

CERTIFICATE HOLDER

Hildalgo County
2812 South Business 28

Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Rhonda M. Woods Rhonda M Woods

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AGENCY CUSTOMER ID: J56965
LOC #: Charlotte

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH	Martin Marietta Materials Southwest, Inc. c/o Martin Marietta Materials, Inc. Attn: Mr. Todd Crump 2710 Wycliff Road Raleigh, NC 27607
POLICY NUMBER	EFFECTIVE DATE:
CARRIER / NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

EXCESS WORKERS COMPENSATION (continued from page 1):

Policy #WCUC46771230 (09/30/2011-09/30/2012) ACE American Insurance Company
Applicable in the state of Ohio
NIL Employers Liability - Each Accident
NIL Employers Liability - Disease - per Employee
NIL Employers Liability - Disease - Policy Limit
$2,000,000 Retention

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Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	30,515.45	30,000.00	515.45	515.45	.00	100.00
2-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	32,969.75	.00	.00	.00	32,969.75	.00
2-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,107.50	.00	.00	.00	1,107.50	.00
2-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	15,000.00	.00	.00	.00	15,000.00	.00
2-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	54,896.46	17,302.25	19,975.68	19,975.68	17,618.53	67.91
2-1200-431-00-121-005-0-731	PCT1 RD MAINT-ROADS	4,348.92	4,348.92	.00	.00	.00	100.00
2-1200-431-00-121-185-0-731	PCT1 COLONIA WHALEN ROAD-ROADS	973.50	.00	682.00	682.00	291.50	70.06
2-1200-431-00-121-387-0-731	PCT1 LA MESA SUBDIVISION-ROADS	32.89	32.89	.00	.00	.00	100.00
2-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	37,207.18	30,860.00	.00	.00	6,347.18	82.94
2-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	63,048.99	21,150.25	.00	.00	41,898.74	33.55
2-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	84,265.75	42,030.00	.00	.00	42,235.75	49.88
2-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	104,396.70	62,268.90	.00	.00	42,127.80	59.65
2-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	32,088.54	32,088.54	.00	.00	.00	100.00
2-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	13,929.00	13,929.00	.00	.00	.00	100.00
2-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD	877,541.36	767,541.36	94,069.60	94,069.60	15,930.40	98.18
2-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	512,790.83	349,240.94	72,147.54	72,147.54	91,402.35	82.18
2-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	389,148.00	322,508.89	13,979.32	13,979.32	52,659.79	86.47
2-1200-431-00-122-060-0-731	PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS	119,687.00	119,687.00	.00	.00	.00	100.00
2-1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD	154,145.00	154,145.00	.00	.00	.00	100.00
2-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	55,395.34	22,849.77	12,337.17	12,337.17	20,208.40	63.52
2-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	203,604.64	127,401.67	40,284.90	40,284.90	35,918.07	82.36
2-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	7,776.69	7,697.50	.00	.00	79.19	98.98
2-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	2,682.72	2,682.72	.00	.00	.00	100.00
2-1200-431-00-123-093-0-731	PCT3 SILVER SPUR (S EXP 83- BUS 83 N)-RD	2,453.00	2,453.00	.00	.00	.00	100.00
2-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	32,728.69	22,300.48	8,273.21	8,273.21	2,155.00	93.42
2-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	175,687.60	60,202.75	40,083.04	40,083.04	75,401.81	57.08
2-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
2-1280-431-00-121-946-1-673	PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP	383.01	36.21	.00	.00	346.80	9.45
2-1280-431-00-121-947-1-673	PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE	25,290.82	.00	.00	.00	25,290.82	.00
2-1280-431-00-121-948-1-673	PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE	6,389.10	56.73	.00	.00	6,332.37	.89
2-1280-431-00-121-949-1-673	PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES	39,232.32	.00	.00	.00	39,232.32	.00
2-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	.00	.00	.00	27.98	.00
2-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	1,218.68	631.11	.00	.00	587.57	51.79

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	.00	.00	.00	39.66	.00
2-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	374.33	51.29	.00	.00	323.04	13.70
2-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	.00	.00	.00	11.14	.00
2-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	415.17	14.73	.00	.00	400.44	3.55
2-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
2-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	5,089.57	5,024.18	.00	.00	65.39	98.72
2-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	440.22	25.10	.00	.00	415.12	5.70
2-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	1,000.44	.00	.00	.00	100.00
2-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	202.51	36.89	.00	.00	165.62	18.22
2-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	.00	.00	.00	99.70	.00
2-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	125.17	52.40	.00	.00	72.77	41.86
2-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	.00	.00	.00	48.11	.00
2-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	.00	.00	.00	88.21	.00
2-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	.00	.00	.00	54.82	.00
2-1280-431-00-121-973-1-673	PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES	9,514.37	.00	.00	.00	9,514.37	.00
2-1280-431-00-121-974-1-673	PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI	2,681.03	.00	.00	.00	2,681.03	.00
2-1280-431-00-121-975-1-673	PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES	3,305.54	9.99	.00	.00	3,295.55	.30
2-1280-431-00-121-976-1-673	PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES	25,546.47	.00	.00	.00	25,546.47	.00
2-1280-431-00-121-977-1-673	PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP	28,295.77	.00	.00	.00	28,295.77	.00
2-1280-431-00-121-978-1-673	PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE	3,028.10	.00	.00	.00	3,028.10	.00
2-1280-431-00-121-979-1-673	PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP	51,344.38	.00	.00	.00	51,344.38	.00
2-1280-431-00-121-980-1-673	PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES	3,139.33	.00	.00	.00	3,139.33	.00
2-1280-431-00-121-981-1-673	PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES	57,843.11	.00	.00	.00	57,843.11	.00
2-1280-431-00-121-982-1-673	PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL	8,234.22	.00	.00	.00	8,234.22	.00
2-1280-431-00-121-983-1-673	PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S	19,382.50	.00	.00	.00	19,382.50	.00
2-1280-431-00-121-984-1-673	PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE	20,954.88	.00	.00	.00	20,954.88	.00
2-1280-431-00-121-985-1-673	PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES	7,597.36	.00	.00	.00	7,597.36	.00
2-1280-431-00-121-986-1-673	PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL	70,641.70	.00	.00	.00	70,641.70	.00
2-1280-431-00-121-987-1-673	PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL	23,307.71	.00	.00	.00	23,307.71	.00
2-1280-431-00-121-988-1-673	PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU	2,762.96	.00	.00	.00	2,762.96	.00
2-1280-431-00-121-989-1-673	PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE	6,257.73	62.88	.00	.00	6,194.85	1.00
2-1280-431-00-121-990-1-673	PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE	5,176.48	.00	.00	.00	5,176.48	.00
2-1280-431-00-121-991-1-673	PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI	19,825.43	.00	.00	.00	19,825.43	.00
2-1280-431-00-121-992-1-673	PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES	10,805.17	.00	.00	.00	10,805.17	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1280-431-00-121-993-1-673	PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP	4,998.57	.00	.00	.00	4,998.57	.00
2-1280-431-00-121-994-1-673	PCT1-46-0642-MILE 19N-R&B SUPPLIES	650.71	29.43	.00	.00	621.28	4.52
2-1280-431-00-121-995-1-673	PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES	34,554.36	.00	.00	.00	34,554.36	.00
2-1280-431-00-121-996-1-673	PCT1-46-0667-JUAREZ ST-R&B SUPPLIES	4,734.06	.00	.00	.00	4,734.06	.00
2-1280-431-00-121-997-1-673	PCT1-46-0668-MILE 17 N-R&B SUPPLIES	4,998.96	.00	.00	.00	4,998.96	.00
2-1280-431-00-121-998-1-673	PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES	2,523.89	53.22	.00	.00	2,470.67	2.11
2-1280-431-00-121-999-1-673	PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI	1,243.43	520.20	.00	.00	723.23	41.84
2-1280-431-00-122-983-1-673	PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP	8,446.69	.00	.00	.00	8,446.69	.00
2-1280-431-00-122-984-1-673	PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP	2,709.13	.00	.00	.00	2,709.13	.00
2-1280-431-00-122-985-1-673	PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE	2,040.10	.00	.00	.00	2,040.10	.00
2-1280-431-00-122-986-1-673	PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES	2,815.19	.00	.00	.00	2,815.19	.00
2-1280-431-00-122-987-1-673	PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP	3,167.17	.00	.00	.00	3,167.17	.00
2-1280-431-00-122-988-1-673	PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE	2,168.81	.00	.00	.00	2,168.81	.00
2-1280-431-00-123-952-0-673	PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES	5,301.00	.00	.00	.00	5,301.00	.00
2-1280-431-00-123-953-0-673	PCT3-37-0592-PALM DR-R&B R&M SUPLLIES	3,210.05	.00	.00	.00	3,210.05	.00
2-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	6,455.05	.00	.00	.00	6,455.05	.00
2-1280-431-00-123-955-0-673	PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP	3,197.95	.00	.00	.00	3,197.95	.00
2-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	93.47	.00	.00	.00	93.47	.00
2-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	3,040.38	.00	.00	.00	3,040.38	.00
2-1280-431-00-123-958-0-673	PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE	4,483.01	.00	.00	.00	4,483.01	.00
2-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	6,253.31	.00	.00	.00	6,253.31	.00
2-1280-431-00-123-960-0-673	PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES	791.88	.00	.00	.00	791.88	.00
2-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	.15	.00	.00	.00	.15	.00
2-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	3,714.35	.00	.00	.00	3,714.35	.00
2-1280-431-00-123-964-0-673	PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES	550.49	.00	.00	.00	550.49	.00
2-1280-431-00-123-966-0-673	PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES	2,648.93	.00	.00	.00	2,648.93	.00
2-1280-431-00-123-967-0-673	PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES	467.55	.00	.00	.00	467.55	.00
2-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	3,170.46	.00	.00	.00	3,170.46	.00
2-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	5,907.15	.00	.00	.00	5,907.15	.00
2-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	924.21	.00	.00	.00	924.21	.00
2-1280-431-00-123-972-0-673	PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP	4,035.48	.00	.00	.00	4,035.48	.00
2-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	3,114.03	.00	.00	.00	3,114.03	.00
2-1280-431-00-123-974-0-673	PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES	7,924.34	.00	.00	.00	7,924.34	.00
2-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	11,878.44	.00	.00	.00	11,878.44	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	570.80	.00	.00	.00	570.80	.00
2-1280-431-00-123-977-0-673	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP	726.03	.00	.00	.00	726.03	.00
2-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	1,309.21	.00	.00	.00	1,309.21	.00
2-1280-431-00-123-980-0-673	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU	1,450.77	.00	.00	.00	1,450.77	.00
2-1280-431-00-123-982-0-673	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU	1,858.56	.00	.00	.00	1,858.56	.00
2-1280-431-00-124-981-1-673	PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES	6,154.46	.00	.00	.00	6,154.46	.00
2-1280-431-00-124-982-1-673	PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES	7,118.66	.00	.00	.00	7,118.66	.00
2-1280-431-00-124-983-1-673	PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI	1,637.83	.00	.00	.00	1,637.83	.00
2-1280-431-00-124-984-1-673	PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI	12,677.54	.00	.00	.00	12,677.54	.00
2-1280-431-00-124-985-1-673	PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES	1,637.83	.00	.00	.00	1,637.83	.00
2-1280-431-00-124-986-1-673	PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE	23,764.24	.00	.00	.00	23,764.24	.00
2-1280-431-00-124-987-1-673	PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES	5,116.65	.00	.00	.00	5,116.65	.00
2-1280-431-00-124-988-1-673	PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES	4,043.66	.00	.00	.00	4,043.66	.00
2-1280-431-00-124-989-1-673	PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP	6,574.55	.00	.00	.00	6,574.55	.00
2-1312-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	48,380.50	.00	.00	.00	48,380.50	.00
2-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	110.00	110.00	.00	.00	.00	100.00
2-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
2-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
2-1312-431-00-121-230-1-731	DIMAS #3-ROADS	130,371.25	.00	.00	.00	130,371.25	.00
2-1312-431-00-121-244-1-731	EL MESQUITE-ROADS	134,590.10	.00	.00	.00	134,590.10	.00
2-1312-431-00-121-388-0-731	LA MILPA S/D-ROADS	38,565.00	.00	.00	.00	38,565.00	.00
2-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	149,324.98	.00	.00	.00	149,324.98	.00
2-1312-431-00-121-495-1-731	NORTH CAPISALLO-ROADS	64,787.75	.00	.00	.00	64,787.75	.00
2-1312-431-00-121-727-0-731	TIJERINA ESTATES-ROADS	14,034.25	.00	.00	.00	14,034.25	.00
2-1312-431-00-121-727-1-731	TIJERINA ESTATES-ROADS	91,121.05	.00	.00	.00	91,121.05	.00
2-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
2-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
2-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
2-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	17,365.04	.00	.00	.00	17,365.04	.00
2-1312-431-00-122-460-1-731	MESQUITE ACRES SUBD-ROADS	30.00	.00	.00	.00	30.00	.00
2-1312-431-00-122-557-1-731	PENTECOSTAL-ROADS	73,825.80	.00	.00	.00	73,825.80	.00
2-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	195,162.89	.00	.00	.00	195,162.89	.00
2-1312-431-00-122-693-1-731	SOUTH SIDE VILLAGE-ROADS	60,224.10	.00	.00	.00	60,224.10	.00
2-1312-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	61,156.10	.00	.00	.00	61,156.10	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1312-431-00-122-890-0-731	LOS ENCINOS #1 SUBD-ROADS	23,131.09	.00	.00	.00	23,131.09	.00
2-1312-431-00-122-891-0-731	LOS ENCINOS #2 SUBD-ROADS	48,159.62	.00	.00	.00	48,159.62	.00
2-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	4,725.73	4,725.73	.00	.00	.00	100.00
2-1312-431-00-123-014-1-731	ACEVEDO S/D #4-ROADS	209,711.50	.00	.00	.00	209,711.50	.00
2-1312-431-00-123-055-0-731	ARIEL HINOJOSA SUBD-ROADS	6,907.00	.00	.00	.00	6,907.00	.00
2-1312-431-00-123-079-0-731	BASHAM #14-ROADS	3,563.50	.00	.00	.00	3,563.50	.00
2-1312-431-00-123-082-0-731	BASHAM #18-ROADS	15,457.23	.00	.00	.00	15,457.23	.00
2-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	.00	.00	.00	317,837.00	.00
2-1312-431-00-123-312-1-731	HAVANA S/D-ROADS	94,401.30	.00	.00	.00	94,401.30	.00
2-1312-431-00-123-324-0-731	HILDA SUBDIVISION #2-ROADS	18,960.21	.00	.00	.00	18,960.21	.00
2-1312-431-00-123-348-0-731	JARDIN TERRACE SUBDIVISION-ROADS	112,194.75	.00	.00	.00	112,194.75	.00
2-1312-431-00-123-380-0-731	LA HOMA GROVE ESTATES-ROADS	2,847.00	.00	.00	.00	2,847.00	.00
2-1312-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	89,966.00	.00	.00	.00	89,966.00	.00
2-1312-431-00-123-421-0-731	LOMA LINDA HEIGHTS-ROADS	29,224.35	.00	.00	.00	29,224.35	.00
2-1312-431-00-123-470-1-731	MONICA ACRES-ROADS	2,562.00	.00	.00	.00	2,562.00	.00
2-1312-431-00-123-488-0-731	MUNOZ ESTATES-ROADS	182,759.40	.00	.00	.00	182,759.40	.00
2-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
2-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
2-1312-431-00-123-587-0-731	RAMIREZ SUBDIVISION-ROADS	35,369.71	.00	.00	.00	35,369.71	.00
2-1312-431-00-123-588-0-731	RAMIREZ SUBDIVISION #2-ROADS	36,267.18	.00	.00	.00	36,267.18	.00
2-1312-431-00-123-589-0-731	RAMIREZ SUBDIVISION #3-ROADS	55,289.04	.00	.00	.00	55,289.04	.00
2-1312-431-00-123-600-0-731	RANDOLPH BARNETT #1-ROADS	46,772.14	.00	.00	.00	46,772.14	.00
2-1312-431-00-123-606-0-731	REGAL ESTATES-ROADS	95,564.69	.00	.00	.00	95,564.69	.00
2-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
2-1312-431-00-124-260-0-731	ENGLEMAN EST-ROADS	129,034.48	.00	.00	.00	129,034.48	.00
2-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	86,200.00	28,000.00	.00	.00	58,200.00	32.48
2-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
2-1312-431-00-124-401-0-731	LAKEVIEW SUBVISION-ROADS	267,295.85	267,295.85	.00	.00	.00	100.00
2-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	96,384.25	58,511.20	7,600.00	7,600.00	30,273.05	68.59
2-1312-431-00-124-603-0-731	RANKIN SUB-ROADS	197,742.69	.00	.00	.00	197,742.69	.00
2-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
2-1312-431-00-124-886-0-731	LABORSITA-ROADS	317.38	.00	.00	.00	317.38	.00
2-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	173,071.10	173,071.10	.00	.00	.00	100.00
2-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	63,663.59	.00	.00	.00	63,663.59	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1315-431-00-124-023-0-731	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD	9,650.00	.00	.00	.00	9,650.00	.00
2-1331-431-00-121-016-0-731	CO,2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
2-1331-431-00-123-010-0-731	CO,2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
2-1334-431-00-121-025-0-731	CO,2004-PCT1-ROADS	7,818.61	.00	.00	.00	7,818.61	.00
2-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	141,870.27	62,012.85	.00	.00	79,857.42	43.71
2-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
2-1336-431-00-123-045-0-731	CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	6,050.00	6,050.00	.00	.00	.00	100.00
2-1336-431-00-123-051-0-731	CO,2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
2-1336-431-00-123-081-0-731	CO,2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
2-1339-431-00-122-031-0-731	CO2009-PCT2 TOWER(GATO-RANCHO BLNC)-ROAD	350,000.00	271,378.04	.00	.00	78,621.96	77.54
2-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	817,301.03	2,775.89	4,229.46	4,229.46	810,295.68	.86
2-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	604,952.64	526,514.47	13,440.13	13,440.13	64,998.04	89.26
2-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	16,663.80	16,663.80	.00	.00	.00	100.00
2-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	69,157.00	.00	.00	.00	69,157.00	.00
2-1342-431-00-122-049-0-731	CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD	117,772.99	72,053.14	.00	.00	45,719.85	61.18
2-1342-431-00-122-055-0-731	CO2010A&B-PCT2 CHAVEZ(OWASSA-SIOUX)-ROAD	468,870.55	.00	.00	.00	468,870.55	.00
2-1342-431-00-123-045-0-731	CO2010A&B-PCT3 LA HOMA(SH495-FM1924)-ROA	108,000.00	.00	.00	.00	108,000.00	.00
2-1342-431-00-123-094-0-731	CO2010A&B-PCT3 M2N(MOOREFIELD-LAHOMA)-RD	515,039.59	300,701.38	67,944.54	67,944.54	146,393.67	71.58

AI-31481 **11. G.**

CC CONSENT

Meeting Date: 03/27/2012

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11324059- $82,250.00 for "La Homa ROW"- C-11-312-02-07
2. Invoice No. 11324063- $22,671.68 for "Mile 2 North (From Moorefield Rd to La Homa Rd)"- C-11-195-06-28
3. Invoice No. 11324067- $33,088.80 for "FM 681 Project; From FM 2221/FM 492"-C-09-192A-06-08;
4. Invoice No. 11324068- $14,670.77 for "FM 681 From FM 2221 to SH 107"-C-09-192-06-08;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

Available funds in PO #671613 as of 03/20/12 are $875,000.00

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-123-094-0-731

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

BUDGETARY IMPACT:

Available funds in PO #663265 as of 03/20/12 $300,701.38

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

Available funds in P.O. #625225 as of 03/20/12 $157,424.66

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

Available funds in PO 625224 as of 03/20/12 $173,117.90

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Rocio Villarreal Started On: 03/14/2012 02:51 PM

Final Approval Date: 03/19/2012

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324068
INVOICE DATE: 02/29/12

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2012.						
13002-ROW Map	6,200.00	6,200.00		6,200.00	100.0	
13020-ROW Map/Sub	158,100.00	158,100.00		158,100.00	100.0	
15001-Surv,Plans&Des	677.32	643.45		643.45	95.0	33.87
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	358,601.60		358,601.60	98.0	7,318.40
16102-Hydraulic Dsgn	40,000.00	39,200.00		39,200.00	98.0	800.00
16104-Outfall Dsgn	40,000.00	39,200.00		39,200.00	98.0	800.00
16201-Signing	20,000.00	19,600.00		19,600.00	98.0	400.00
16202-Pvmt Marking	16,000.00	15,680.00		15,680.00	98.0	320.00
16230- Signal/Illum	90,000.00	85,500.00		85,500.00	95.0	4,500.00
16302-Traf Cntrl Pln	30,000.00	29,400.00		29,400.00	98.0	600.00
16304-Irrigation	30,000.00	29,400.00		29,400.00	98.0	600.00
16306-Qty Specs	30,000.00	29,400.00		29,400.00	98.0	600.00
16307-Utilities	30,000.00	30,000.00		30,000.00	100.0	
32001-Const. Mgnmt	22,075.47				0.0	22,075.47
60000-Row Acq. Admin	272,852.83	272,852.83		272,852.83	100.0	
60100-Title Services	31,800.00	31,800.00		31,800.00	100.0	
60200-Appraisal Srv	37,100.00	34,317.50	667.80	34,985.30	94.3	2,114.70
60220-Appr Svc/Sub	106,000.00	98,000.00	2,000.00	100,000.00	94.3	6,000.00
60300-Appraisal Rvw	22,525.00	21,241.08	427.97	21,669.05	96.2	855.95
60301-Apprais Update	9,500.00				0.0	9,500.00
60330-Appr Rev/Sub	19,875.00	18,750.00	375.00	19,125.00	96.2	750.00
60400-Parcel Negtion	185,500.00	98,700.00	10,500.00	109,200.00	58.9	76,300.00
60500-Clsng Srvs Fee	10,600.00	1,000.00	700.00	1,700.00	16.0	8,900.00
60600-Relocation Srv	12,000.00				0.0	12,000.00
60700-Land	38,716.98	38,716.98		38,716.98	100.0	
TOTALS:	1,740,612.60	1,568,186.04	14,670.77	1,582,856.81	90.9	157,755.79
16002-Rdwy Dsg-2 Set	34,566.98	33,875.64		33,875.64	98.0	691.34
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-38,716.98	-38,716.98		-38,716.98	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324068
INVOICE DATE: 02/29/12
PAGE: 2

SIGN:
REQ# 156841
PO# 625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	1,740,612.60	1,567,494.70	14,670.77	1,582,165.47	90.9	158,447.13

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	1,582,165.47
LESS PREVIOUS INVOICES	$	1,567,494.70
CURRENT PAYMENT DUE	$	14,670.77

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NB ON 3/2/12
GOODS/SERVICES RECEIVED BY
Connie Flores ON 2/24/12

2-1312-431-00-123 070.0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324067
INVOICE DATE: 02/29/12

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2012.						
13020-ROW Map/Sub	99,200.00	99,200.00		99,200.00	100.0	
15001-Surv,Plans&Des	16,611.68	15,781.10		15,781.10	95.0	830.58
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	124,264.00		124,264.00	98.0	2,536.00
16102-Hydraulic Dsgn	20,000.00	19,600.00		19,600.00	98.0	400.00
16104-Outfall Dsgn	20,000.00	19,600.00		19,600.00	98.0	400.00
16201-Signing	10,000.00	9,800.00		9,800.00	98.0	200.00
16202-Pvmt Marking	8,000.00	7,840.00		7,840.00	98.0	160.00
16303-Signal/Ill	8,490.57	7,641.51		7,641.51	90.0	849.06
16230-Signal/Ill Sub	30,000.00	27,000.00		27,000.00	90.0	3,000.00
16302-Traf Cntrl Pln	15,000.00	14,700.00		14,700.00	98.0	300.00
16304-Irrigation	15,000.00	14,700.00		14,700.00	98.0	300.00
16306-Qty Specs	15,000.00	14,700.00		14,700.00	98.0	300.00
16307-Utilities	15,000.00	14,700.00		14,700.00	98.0	300.00
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	145,172.17	145,172.17		145,172.17	100.0	
60100-Title Services	19,200.00	19,200.00		19,200.00	100.0	
60200-Appraisal Srv	22,400.00	15,411.20	4,188.80	19,600.00	87.5	2,800.00
60220-Appr Svc/Sub	64,000.00	44,000.00	12,000.00	56,000.00	87.5	8,000.00
60300-Appraisal Rvw	13,600.00	8,078.40	3,400.00	11,478.40	84.4	2,121.60
60301-Apprais Update	4,500.00				0.0	4,500.00
60330-Appr Rev/Sub	12,000.00	7,125.00	3,000.00	10,125.00	84.4	1,875.00
60400-Parcel Negtion	112,000.00	34,300.00	10,500.00	44,800.00	40.0	67,200.00
60500-Clsng Srvs Fee	6,400.00	400.00		400.00	6.3	6,000.00
60600-Relocation Srv	6,000.00				0.0	6,000.00
60700-Land	18,283.02	18,283.02		18,283.02	100.0	
TOTALS:	875,185.40	718,043.40	33,088.80	751,132.20	85.8	124,053.20
16002-Rdwy Design	14,133.02	13,850.36		13,850.36	98.0	282.66
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-18,283.02	-18,283.02		-18,283.02	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324067
INVOICE DATE: 02/29/12
PAGE: 2

SIGN: _____
REQ# 136846
PO# 625995

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	875,185.40	717,760.74	33,088.80	750,849.54	85.8	124,335.86

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	750,849.54
LESS PREVIOUS INVOICES	$	717,760.74
CURRENT PAYMENT DUE	$	33,088.80

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 3/5/12
GOODS/SERVICES RECEIVED BY
Cons. Insp. ON 3/29/12

2/3/5-4/31-06-123-071-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324059
INVOICE DATE: 02/29/12

SIGN: _____
REQ# 211011
PO# 671613

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

Engineering services for the month of February 2012.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
32001-Const Mgmt	108,000.00				0.0	108,000.00
60000-Row Acq. Admin	329,000.00		82,250.00	82,250.00	25.0	246,750.00
60100-Title Services	42,000.00				0.0	42,000.00
60200-Appraisal Srv	49,000.00				0.0	49,000.00
60220-Appraisal Srv	140,000.00				0.0	140,000.00
60300-Appraisal Rvw	24,500.00				0.0	24,500.00
60330-Appraisal Rev	31,500.00				0.0	31,500.00
60400-Parcel Negtion	245,000.00				0.0	245,000.00
60500-Clsng Srvs Fee	14,000.00				0.0	14,000.00
TOTALS:	983,000.00	0.00	82,250.00	82,250.00	8.4	900,750.00

ORIGINAL CONTRACT SUM	$	983,000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983,000.00
TOTAL COMPLETED TO DATE	$	82,250.00
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	82,250.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 3/2/12
GOODS/SERVICES RECEIVED BY
_____ ON 2/29/12

2131-431.00-123045-0-541

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324063
INVOICE DATE: 02/29/12

SIGN: _____
REQ# 200883
PO# 663265

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364

Engineering services for the month of February 2012.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
13002-ROW Mapping	14,200.00	8,520.00	1,420.00	9,940.00	70.0	4,260.00
13003-Utility Adjust	45,878.34	25,233.09	4,587.83	29,820.92	65.0	16,057.42
13020-ROW Map/Sub	27,000.00	21,600.00		21,600.00	80.0	5,400.00
15001-Rdwy Dsgn Srvy	21,600.00	11,880.00	2,160.00	14,040.00	65.0	7,560.00
15005-Outfall Survey	15,000.00	7,500.00	1,500.00	9,000.00	60.0	6,000.00
15010-Field Srvy/Sub	15,300.00	10,710.00		10,710.00	70.0	4,590.00
16001-Rdwy Dsg-PS&E	73,500.00	45,570.00	5,880.00	51,450.00	70.0	22,050.00
16101-Hydro Map	30,000.00	22,500.00	1,500.00	24,000.00	80.0	6,000.00
16201-Signing	11,329.30	6,797.58	566.47	7,364.05	65.0	3,965.25
16202-Pavement Mrkng	6,323.80	3,794.28	632.38	4,426.66	70.0	1,897.14
16250-Signal Dsg/Sub	12,974.89				0.0	12,974.89
16304-Irrig Design	15,000.00	8,250.00	1,500.00	9,750.00	65.0	5,250.00
32002-Const Mgmt	72,000.00				0.0	72,000.00
60000-Row Acq. Admin	58,500.00	17,550.00	2,925.00	20,475.00	35.0	38,025.00
60100-Title Services	5,400.00				0.0	5,400.00
60200-Appraisal Srv	6,300.00				0.0	6,300.00
60220-Appraisal/Sub	18,000.00				0.0	18,000.00
60300-Appraisal Rvw	3,825.00				0.0	3,825.00
60330-Appr. Rev/Sub	3,375.00				0.0	3,375.00
60400-Parcel Negtion	32,400.00				0.0	32,400.00
60500-Clsng Srvs Fee	2,700.00				0.0	2,700.00
TOTALS:	490,606.33	189,904.95	22,671.68	212,576.63	43.3	278,029.70

INVOICE RECEIVED BY
_____ ON 3/2/12
GOODS/SERVICES RECEIVED BY
Com. Flores ON 2/29/12
1-349-431-40-123-094-0-731

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	490,606.33
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	490,606.33
TOTAL COMPLETED TO DATE	$	212,576.63
LESS PREVIOUS INVOICES	$	189,904.95
CURRENT PAYMENT DUE	$	22,671.68

AI-31449 **11. H.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the County's option to renew the one (1) year extension as provided in the current contract for "Traffic Road Signs & Miscellaneous Equipment" under Contract as follow, under the same rates, terms and conditions:

C-11-027-03-28-Delta Specialties Signs & Supplies
C-11-027A-03-28-Custom Products Corporation
C-11-027B-03-28-Pathmark Traffic Products Of Texas

BACKGROUND

Said effective dates will be April 21, 2012 with ending date of April 20, 2013.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: see attached

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

BUDGETARY IMPACT:

See attached exp report for funding sources and availability of funds.

Attachments

DELTA SPECIALTIES
CUSTOM PRODUCTS
PATHMARK
exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/15/2012 08:54 AM
Budget & Management	Angela Garcia	03/15/2012 09:24 AM
Rosalinda Cantu	Rosie Cantu	03/19/2012 08:02 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Vangie Garcia Started On: 03/13/2012 07:14 AM

Final Approval Date: 03/19/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 7, 2012

Delta Specialties Signs & Supplies
Attn: Martin Pena
10205 E. Hwy. 107
Edinburg, Texas 78542

Via Email: sales@deltasignsupply.com

Re: Extension Of Service Contract No: C-11-027-03-28
"Traffic Road Signs & Miscellaneous Equipment"

Dear Mr. Pena:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 13, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 3-13-12

Additionally, we are requesting your company provide an <u>updated certificate of insurance</u> as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-11-027-03-28

THIS AGREEMENT (the "Agreement") is entered into as of the **March 28, 2011** by and between **Martin & Margarita Pena dba Delta Specialties and Supplies,** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment,"** in the areas of Hidalgo County projects for a period of one (1) year commencing **April 21, 2011** and ending **April 20, 2012** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Delta Specialties
Attn: Martin Pena
RR 1 Box 276/10205 E. Hwy. 107
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination. .** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** 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 coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **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 sixty (60) 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).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo

County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3/28/11 RG

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Martin & Margarita Pena dba Delta Specialties and Supplies

By: _____

Printed Name: MARTIN PENA

Title: Owner

Date: 4-28-11

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: **March 28, 2011**

EXHIBIT "B"
PAYMENT SCHEDULE

Bidder/Company Name: Delta Specialties Signs & Supplies

Address: 10205 E. Hwy 107

City/State/Zip Code: Edinburg TX. 78542

Phone /Cellular No. (956) 318-1626 Cellular No: _____ Fax No. (956) 318-1316

E-Mail Address: sales@deltasignsupply.com

Authorized Signature: Martin Pena

Printed Name: MARTIN PENA

Title: Owner

Date: 1-11-11

Delta Specialties Signs Supplies
Awarded Items

		Category A-New			Category C-Refacing		
		Reflect	Hi-Intens	Grade-D	Reflect	Hi-Intens	Grade-D
1) 3 Way	12"x6"				2.45	4.55	6.65
2) 4 Way	12"x6"				2.45	4.55	6.65
	24"x18"				8.05	11.40	16.80
3) A/C & Ref	18"x24"				8.05	11.40	16.80
4) All Way	18'x6"				3.15	4.55	6.65
5) Arrow Sign	48"x24"	31.00			21.70	30.40	44.80
	20"x8"				5.05	8.75	11.60
	15"x8"				4.35	8.05	10.90
6) Bridge Closed	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.75	89.60
	30"x30"				16.80	23.75	35.00
	48"x30"	38.40		80.00	26.90	37.95	56.00
7) Bridge Out	30"x30"				16.80	23.75	35.00
8) Brush Area	18" 24"				8.05	11.40	16.80
9) Cable/Util. Warning	9"x3"				3.15	4.55	7.65
	12"x3 1/2				5.25	5.80	7.90
	12"x9"				3.70	5.80	7.90
10) Caution	18"x24"				8.05	11.40	16.80
	30"x30"				16.80	23.75	35.00
11) Children at Play	24"x30"				13.30	18.90	28.00
	18"x24"				8.05	11.40	16.80
12) Curve: R or L -	24"x24"				10.75	15.20	22.40
Curve Ahead	30"x30"				16.80	23.75	35.00
	30"x36"	29.00		60.00	20.30	28.45	42.00
13) Const.Zone Warning	18"x18"				6.05	8.55	12.60
	24"x24"				10.75	15.20	22.40
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50			24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
14) Roll Up Mesh	36"x36"		61.00	79.00	No Bid	No Bid	No Bid
	48"x48"		85.00	120.00	No Bid	No Bid	No Bid
15) Const. Zone Signs	12"x18"				6.00	8.40	11.90
	24"x12"				7.70	10.50	14.00
	18"x24"				8.05	11.40	16.80
	24"x18"				8.05	11.40	16.80
	30"x24"				13.30	18.90	28.00
	30"x30"				16.80	23.75	35.00
	48"x18"			40.00	15.75	20.65	28.00
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
	48"x30"	38.40		80.00	26.90	37.95	56.00
		SF/DF	SF/DF	SF/DF	SF/DF	SF/DF	SF/DF
16) Custon Message	9"x30"				9.95/14.95	15.00/21.70	23.00/34.50
	12"x18"				7.10/10.65	14.45/21.68	22.00/33.00
	18"x24"			72.00/	9.95/14.95	15.00/21.70	23.50/34.50
	36"x36"	34.50/51.75			25.00/37.50	32.00/48.00	52.00/78.00
17) Dead End	30"x30"				16.80	23.75	35.00
	24"x24"				10.75	15.20	22.40
18) Detour	30"x24"				13.30	18.90	28.00
19) Dip	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
20) Double Arrow	48"x24"	31.00		64.00	21.70	30.40	44.80
21) Flour. Yell/Green	24"x18"				No Bid	No Bid	19.00
	24"x24"				No Bid	No Bid	26.20
	30"x30"				No Bid	No Bid	40.20
	36"x36"				No Bid	No Bid	58.40
	48"x48"			135.00	No Bid	No Bid	94.50
22) Fresh Oil	24"x24"				10.75	15.20	22.40
23) Handicap Unlimit	12"x6"				2.45	4.55	6.65
	12"x9"				3.70	5.80	7.90
	12"x12"				5.60	8.40	11.90
	12"x18"				6.00	8.40	11.90
	12"x24"				7.70	10.50	14.00
	18"x18"				6.05	8.55	12.60
	18"x24"				8.05	11.40	16.80
24) Handicap X-ing	12"x18"				6.00	8.40	11.90
	18"x24"				8.05	11.40	16.80
	24"x30"				13.30	18.90	28.00
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.00

Category B- Accessories

71) 3" Ctr Pavement Reflectors			
Amber			1.50
Clear			1.70
Red or White			1.85
72) 4" Ctr Pavement Reflectors			
Amber			1.50
Clear			1.70
Red or White			1.85
73) Brackets & Caps			
Aluminum 6" & 9"			16.95
Cross Brackets 2"			3.50
Round Post Bracket 2"			3.50
U Post Brackets 2"			3.50
90˚ Bracket 4 way assy			3.50
45˚/80˚ Bracket 4 way assy			3.50
Post cap U Channel			3.50
Post cap 2"			3.50
Post dome caps 3"			4.50
Wing Brackets 12"			13.00
		18"	15.00
		24"	22.00
74) Barricades			
Barricade Flashers			16.95
Barricade Lights			16.95
76) End Of Road Type I &III		Type I	Type III
		8'	150.00
		10'	195.00
		12'	210.00
78) Barricade Tape-Reflective		1"x30 yd	65.00
Gen Purpose Tape red		2"x30 yd	135.00
white & yellow(rolls)		3"x30 yd	150.00
80) Flexible Road Marker			
62" White Road w/white reflect sheeting			38.00
62" White Road w/yellow reflect sheeting			38.00
Jiggle bars 6" 34"			12.95
81) Barrier Fence & Tape			
TemporayBarrier Fence		per ft.	0.55
Temporay Barrier Fence Roll		4'x100	43.00
Quick fence safey system			52.00
Industrial grade Mil Barrier tape			9.95
82)Cones (traffic)			
28" Orange/red glow			11.25
	Reflect.	Hi-Intent	D-grade	
83) Double Arrow				
48"x24 yell. Reflect Aluminum rectangle	31.00		64.00	
Municipal Emblem (pressure sensitive)				12.95
85) Safety Flags				
24" Safety Flag				5.25
86) Folding Signs				
24"x24" Binder sign folding sign				32.00
Port. Stands(3 &4) legs Quad flex 36"				140.00
8'x10' upright sign post				15.00
30"x30"Roll up Mesh stop/slow Paddle fold				75.00
87) Stub Post				
square post 2"x2" 12'				35.00
88) Sign Assy Hardware				
anti theft bolts				0.25
5/16 bolts 2 1/2 x 3"				0.35
1/4 bolts 2"				0.35
90) Dome Drums				
4" x Transfer Tape				13.28
91) Speed Bumps				
6" Speed Bump (plast)				112.50

Delta Specialties Signs Supplies
Awarded Items

	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
25) Handicap Stencil	48"	65.00	120.00		No Bid	No Bid	No Bid
26) Arrow Sign	21"x12"				No Bid	No Bid	No Bid
Pointing down R or L					7.70	10.50	14.00
27) Ice on Bridge	30"x30"				16.80	23.75	35.00
28) Interlocal sgn-1 side	4"x8"				250.00	360.00	No Bid
2 side	4"x8"				350.00	495.00	No Bid
29) Office & Shop signs		120.00			No Bid	No Bid	No Bid
30) Keep Back 25ft	12"x9"				4.10	5.61	7.00
31) L to R Marker Brid	12"x36"				9.95	15.00	23.00
	18"x24"				9.95	15.00	23.00
32) Mattress	18"x24"				9.95	15.00	23.00
33) Men Working	24"x24"				12.95	18.00	29.00
34) Metal Area	18"x24"				9.95	15.00	23.00
35) Mowers Ahead	36"x36"	34.50		72.00	25.00	36.00	52.00
	48"x48"	61.45	86.70	128.00	45.00	52.00	92.00
36) Narrow Bridge	24"x24"				12.95	18.00	29.00
	30"x30"				20.00	28.00	39.00
37) Neighborhood Wat	18"x24"				9.95	15.00	23.00
	24"x30"				13.95	19.00	37.00
38) No Dumping	18"x24"				9.95	15.00	23.00
	24"x30"				13.95	19.00	37.00
	60"x30"	48.00		100.00	25.00	32.00	52.00
39) Pavement Ends	30"x30"				20.00	28.00	39.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
40) Pedestrians	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
	30"x30"				16.80	23.75	35.00
41) Public/Priv Park	12"x18"				6.00	8.40	11.90
	18"x24'				8.05	11.40	16.80
42) R to L Marker	12"x36"				10.85	13.25	19.75
	18"x24"				8.05	14.40	16.80
43) Rd Closed Thru Traf	60"x30"	48.00		100.00	33.60	47.45	70.00
	48"x30"	38.40		80.00	26.90	37.95	56.00
44) Road Closed	48"x30"	38.40		80.00	26.90	37.95	56.00
45) Rd Constr. Ahead	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.50	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
46) Rd Mach. Ahead	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
47) School Ped X-ing	30"x30"				No Bid	No Bid	36.40
	36"x36"	38.00			No Bid	No Bid	56.70
48) School Zone/cell	24"x8"				8.95	12.75	21.55
	24"x10"				8.95	12.75	21.55
	18"x24"				8.05	11.40	16.80
	24"x18"				8.05	11.40	16.80
	24"x24"				10.75	15.20	22.40
	24"x30"				13.30	18.90	28.00
	24"x48"	30.00	39.00	51.00	21.70	30.40	44.80
	30"x30"				16.80	23.75	35.00
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
	36"x36"	34.50		72.0	24.15	34.15	50.40
49) Signs & Blanks	6"x18"		6.25	8.50	No Bid	No Bid	No Bid
	6"x24"		7.89	10.92	No Bid	No Bid	No Bid
	6"x30"		9.86	13.65	No Bid	No Bid	No Bid
	6"x36"		10.95	14.25	No Bid	No Bid	No Bid
	30"x30"		33.90	50.00	16.80	23.75	35.00
50) Single Arrow	30"x36"	29.00		60.00	20.30	28.45	42.00
	48"x24'	30.00	39.00	51.00	21.70	30.40	44.80
51) Single Arrow L/R	30"x36"	29.00		60.00	20.30	28.45	42.00
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
52) Slow	24"x24"				10.75	15.20	22.40
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
53) Slow for Children	24"x30"				13.30	18.90	28.00
	18"x24"				8.05	11.40	16.80
		SF/DF	SF/DF	SF/DF	SF/DF	SF/DF	SF/DF
54) Specialities Signs	2"x16"				2.80/4.20	3.65/5.45	No Bid
	6"x12"				2.80/4.20	3.65/5.45	No Bid
	12"x9"				3.15/4.55	4.00/5.80	No Bid
	12"x18"				5.60/8.40	7.30/10.95	No Bid
	18"x24"				11.20/16.80	14.55/21.80	No Bid
	24"x24"				14.95/22.40	19.40/29.05	No Bid
	24"x36"				22.40/33.60	29.05/43.60	No Bid

9" Speed Bump (plast)				157.50
6" Speed Bump (plast) yell/black				194.92
93) Misc.				
Slow Moving Vehicle 040 Aluminum				9.95
Slow Moving Vehicle decal -triangle				6.95
Keep Back 500 ft. 33"x3" reflective			decal	9.95
Tape-Caution Buried Electrical Lines			3'x1000'	14.95
Post Driver				325.00
18" Double faced Hand Paddles				16.95

Delta Specialties Signs Supplies
Awarded Items

	30"x24"				18.70/28.00	18.70/28.00	No Bid
	30"x30"				23.40/35.00	30.30/45.45	No Bid
	30"x36"				28.05/42.10	36.35/54.50	No Bid
	36"x12"				11.20/16.80	14.55/21.80	No Bid
	48"x24"				29.90/44.80	38.75/58.10	No Bid
	48"x48"				59.80/89.75	77.55/116.20	No Bid
	4'x8'				227.50/341.25	301.00/451.50	No Bid
55) Speed Limit 10-40 mph	18"x24"				8.05	11.40	16.80
10-40 mph	24"x30"				13.30	18.90	28.00
56) Stop Ahead	24"x24"				12.60	19.95	29.40
	30"x30"				19.60	30.10	45.50
	36"x36"				35.00	44.10	66.50
57) Stop Signs	18"x18"				10.35	12.95	19.57
	24"x24"				11.87	15.75	24.50
	30"x30"				18.20	24.50	37.80
	36"x36"			75.00	26.60	32.90	52.50
	48"x48"				63.00	77.00	105.00
60) Supplement Plaques	12"x6"				2.45	4.55	6.65
61) "T" Intersection	24"x24'				10.75	15.20	22.40
	30"x30"				16.80	23.75	35.00
	36"x36"	34.50		72.00	24.15	34.15	50.40
62) Tire Area	18"x24"				8.05	11.40	16.80
63) Traffic Signs	9"x12"				3.70	5.80	7.90
	18"x12"				6.00	8.40	11.90
	18"x24"				8.05	11.40	16.80
	24"x18"				8.05	11.40	16.80
	24"x24"				10.75	15.20	22.40
	24"x30"				13.30	18.90	28.00
	24"x36"				16.10	22.75	33.60
	30"x30"				16.80	23.75	35.00
	30"x36"	29.00		60.00	20.30	28.45	42.00
	36"x12"				10.85	13.25	19.75
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
64) Trash Area	18"x24"				8.05	11.40	16.80
65) Truck Crossing	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
	30"x30"				16.80	23.75	35.00
66) Warning Signs	9"x12"				3.70	5.80	7.90
	18"x12"				6.00	8.40	11.90
	24"x18"				8.05	11.40	16.80
	24"x24"				10.75	15.20	22.40
	24"x30"				13.30	18.90	28.00
	24"x36"				16.10	22.75	33.60
	30"x30"				16.80	23.75	35.00
	36"x12"				10.85	13.25	19.75
	36"x36"	34.50		72.00	24.15	34.15	50.40
	48"x24"	30.00	39.00	51.00	21.70	30.40	44.80
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
67) Water On Bridge	30"x30"				126.80	23.75	35.00
	48"x48"	61.45	86.70	128.00	43.00	60.70	89.60
68) Yield Sign	30'x30"x30"				18.90	25.15	36.40
	36"x36"x36"				25.55	35.55	51.80
69) "Y" Intersection	30"x30"				16.80	23.75	35.00
70) Your Trash-secure	18"x24"				8.05	11.40	16.80

Delta Specialties Signs & Supply
D

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO: 2011-027-01-12-SGS

BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides: reflective grade will vary by dept.

Bid Prices are on a unit price basis.

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
	1) 3 Way							
1.	12" x 6"	3.50	6.50	9.50		2.45	4.55	6.65
	2) 4 Way							
2.	12" x 6"	3.50	6.50	9.50		2.45	4.55	6.65
3.	24" x 18"	11.50	16.25	24.00		8.05	11.40	16.80
	3) A/C And Refrigeration							
4.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	4) All Way							
5.	18" x 6"	4.50	6.50	9.50		3.15	4.55	6.65
	5) Arrow Signs							
6.	48" x 24"	31.00	43.40	64.00		21.70	30.40	44.80
7.	20" x 8"	7.18	12.46	16.57		5.05	8.75	11.60
8.	15" x 8"	6.18	11.46	15.57		4.35	8.05	10.90
	6) Bridge Closed							
9.	36"x 36"	34.50	48.80	72.00		24.15	34.15	50.40
10.	48" x 48"	61.45	86.70	128.00		43.00	60.75	89.60
11.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
12.	48" x 30"	38.40	54.20	80.00		26.90	37.95	56.00
	7) Bridge Out							
13.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	8) Brush Area							
14.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80

OPENED 9:48 1-12-11 Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
	9) Cable/ Utility Warning Signs							
15.	9" x 3"	4.50	6.50	10.90		3.15	4.55	7.65
16.	12" x 3 ½"	7.50	7.85	11.10		5.25	5.80	7.90
17.	12" x 9"	5.25	8.25	11.25		3.70	5.80	7.90
	10) Caution							
18.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
19.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	11) Children At Play							
20.	24" x 30"	19.00	27.00	40.00		13.30	18.90	28.00
21.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	12) Curve: Right or Left Curve Ahead							
22.	24" x 24"	15.35	21.70	32.00		10.75	15.20	22.40
23.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
24.	30" x 36"	29.00	40.65	60.00		20.30	28.45	42.00
	13) Construction Zone Warning Signs (Orange background w/black copy)							
25.	18" x 18"	8.64	12.20	18.00		6.05	8.55	12.60
26.	24" x 24"	15.35	21.68	32.00		10.75	15.20	22.40
27.	30" x 30"	24.00	33.88	50.00		16.80	23.75	35.00
28.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
29.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
	14) Roll-up Mesh Signs Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)							
30.	18" x 18"	N/B	—	—		N/B	—	—
31.	24" x 24"	N/B	—	—		N/B	—	—
32.	30" x 30"	N/B	—	—		N/B	—	—
33.	36" x 36"	49.00	61.00	79.00		N/B	—	—
34.	48" x 48"	55.00	85.00	120.00		N/B	—	—
	15) Construction Zone Signs & Supplemental Signs (Orange background w/black copy)							
35.	12" x 18"	8.60	12.00	17.00		6.00	8.40	11.90

OPENED 9:48 11-22-11 Witnessed

	Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs					
		Reflective		High Intensity		Diamond Grade			Reflective		High Intensity		Diamond Grade	
36.	24" x 12"	11.00		15.00		20.00			7.70		10.50		14.00	
37.	18" x 24"	11.50		16.25		24.00			8.05		11.40		16.80	
38.	24" x 18"	11.50		16.25		24.00			8.05		11.40		16.80	
39.	30" x 24"	19.00		27.00		40.00			13.30		18.90		28.00	
40.	30" x 30"	24.00		33.90		50.00			16.80		23.75		35.00	
41.	48" x 18"	22.50		29.50		40.00			15.75		20.65		28.00	
42.	48" x 24"	30.00		39.00		51.00			21.70		30.40		44.80	
43.	48" x 30"	38.40		54.20		80.00			26.90		37.95		56.00	
	16) Custom Message (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)	EG SF	EG DF	HIP SF	HIP DF	DG SF	DG DF
44.	9" x 30"	11.40	17.10	15.00	22.50	24.00	36.00		9.95	14.95	15.00	21.70	23.00	34.50
45.	12" x 18"	8.60	12.90	12.00	18.00	17.00	25.50		7.10	10.65	14.45	21.68	22.00	33.00
46.	18" x 24"	11.50	17.25	16.25	24.38	24.00	36.00		9.95	14.95	15.00	21.70	23.00	34.50
47.	36" x 36"	34.50	51.75	48.80	73.20	72.00	108.00		25.00	37.50	32.00	48.00	50.00	78.00
	17) Dead End													
48.	30" x 30"	24.00		33.90		50.00			16.80		23.75		35.00	
49.	24" x 24"	15.35		21.70		32.00			10.75		15.20		22.40	
	18) Detour													
50	30" x 24"	19.00		27.00		40.00			13.30		18.90		28.00	
	19) Dip													
51.	30" x 30"	24.00		33.90		50.00			16.80		23.75		35.00	
52.	36" x 36"	34.50		48.80		72.00			24.15		34.15		50.40	
	20) Double Arrow													
53.	48" x 24"	31.00		43.40		64.00			21.70		30.40		44.80	
	21) Fluorescent Yellow Green Safety					DIG only								
54.	24" x 18"	—		—		27.00			—		—		19.90	
55.	24" x 24"	—		—		36.00			—		—		26.20	
56.	30" x 30"	—		—		56.00			—		—		40.20	
57.	36" x 36"	—		—		82.00			—		—		58.40	

OPENED 9:48 1-12-2011 Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
58.	48" x 48"	—	—	135.00		—	—	94.50
	22) Fresh Oil							
59.	24" x 24"	15.35	21.68	32.00		10.75	15.20	22.40
	23) Handicap unlimited wording & symbols (blue & white)							
60.	12" x 6"	3.50	6.50	9.50		2.45	4.55	6.65
61.	12" x 9"	5.25	8.25	11.25		3.70	5.80	7.90
62.	12" x 12"	8.00	11.00	16.00		5.60	8.40	11.90
63.	12" x 18"	8.60	12.00	17.00		6.00	8.40	11.90
64.	12" x 24"	11.50	15.50	24.50		7.70	10.50	14.00
65.	18" x 18"	8.64	12.20	18.00		6.05	8.55	12.60
66.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	24) Handicap X-ing							
67.	12" x 18"	8.60	12.00	17.00		6.00	8.40	11.90
68.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
69.	24" x 30	19.00	27.00	40.00		13.30	18.90	28.00
70.	30' x 30'	24.00	33.88	50.00		16.80	23.75	35.00
71.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.00
72.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
	25) Handicap Stencil							
73.	18" x 12"	—	—	—		—	—	—
74.	32" x 24"	—	—	—		—	—	—
75.	36"x 36"	—	—	—		—	—	—
76.	44" x 38"	DURO	MAXI	—		—	—	—
77.	48" Handicap Stencil	65.00	120.00	—		—	—	—
	26) Arrow Sign							
78.	21" x 12" pointing down right or left	11.00	15.00	20.00		7.70	10.50	14.00
	27) Ice on Bridge							
79.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	28) Inter-local/ Project Signs							

OPENED 9:48 1-12-2011 Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
80.	4" x 8" Plywood one side only	325.00	430.00	—		250.00	360.00	—
81.	4" x 8" Plywood double sided	537.50	612.50	—		350.00	495.00	—
82.	29) Office & Shop Signs (Facility)	Lettering on Std. 30" Door Glass 120.00 (Includes Seal, Co. Names, Suite &				Phone #,	Installed	)
	30) Keep Back 25 Feet	Decal						
83.	12" x 9"	—	—	—		4.10	5.61	7.00
	31) Left to Right Marker Bridge							
84.	12" x 36"	15.47	18.90	28.20		9.95	15.00	23.00
85.	18" x 24"	11.50	16.25	24.00		9.95	15.00	23.00
	32) Mattress							
86.	18" x 24"	11.50	16.25	24.00		9.95	15.00	23.00
	33) Men Working							
87.	24" x 24"	15.35	21.68	32.00		12.95	18.00	29.00
	34) Metal Area							
88.	18" x 24"	11.50	16.25	24.00		9.95	15.00	23.00
	35) Mowers Ahead							
89.	36" x 36"	34.50	48.80	72.00		25.00	36.00	52.00
90.	48" x 48"	61.45	86.70	128.00		45.00	52.00	92.00
	36) Narrow Bridge							
91.	24" x 24"	15.35	21.70	32.00		12.95	18.00	29.00
92.	30" x 30"	24.00	33.90	50.00		20.00	28.00	39.00
	37) Neighborhood Watch							
93.	18" x 24"	11.50	16.25	24.00		9.95	15.00	23.00
94.	24" x 30"	19.00	27.00	40.00		13.95	19.00	37.00
	38) No Dumping							
95.	18" x 24"	11.50	16.25	24.00		9.95	15.00	23.00
96.	24" x 30"	19.00	27.00	40.00		13.95	19.00	37.00
97.	60" x 30"	48.00	67.75	100.00		25.00	32.00	52.00
	39) Pavement Ends							
98.	30" x 30"	24.00	33.88	50.00		20.00	28.00	39.00

OPENED 9:48 1-12-2011 Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
99.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
	40) Pedestrians							
100.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
101.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
102.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	41) Public/ Private Parking Sign							
103.	12" x 18"	8.60	12.00	17.00		6.00	8.40	11.90
104.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	42) Right to Left Marker							
105.	12" x 36"	15.47	18.90	28.20		10.85	13.25	19.75
106.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	43) Road Closed to Thru Traffic							
107.	60" x 30"	48.00	67.75	100.00		33.60	47.45	70.00
108.	48" x 30"	38.40	54.20	80.00		26.90	37.95	56.00
	44). Road Closed							
109.	48" x 48" ROAD CLOSED AHEAD	61.45	86.70	128.00		43.00	60.70	89.60
110.	48" x 30" ROAD CLOSED	38.40	54.20	80.00		26.90	37.95	56.00
111.	36" x 36" ROAD CLOSED AHEAD	34.50	48.80	72.00		24.15	34.15	50.00
	45) Road Construction Ahead							
112.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
113.	36" x 36"	34.50	48.80	72.00		24.50	34.15	50.40
114.	48" x 48"	61.45	86.70	128.00	OPENED	43.00	60.70	89.60
	46) Road Machinery Ahead							
115.	30" x 30"	24.00	33.90	50.00	9:48	16.80	23.75	35.00
116.	36" x 36"	34.50	48.80	72.00	1-12-2011	24.15	34.15	50.40
117.	48" x 48"	61.45	86.70	128.00	Witnessed	43.00	60.70	89.60
	47) School Ped X-ing Pentagon							F/OR. D/G
118.	30" x 30"	25.99	33.50	52.00		—	—	36.40
119.	36" x 36"	38.00	52.00	81.00		—	—	56.70

120. ADA Restroom signs w/ Symbol - Blue & White or Any standard colors
8" X 6" 15.00 ea.

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
121.	48) School Zone Signs & School Zone Signs (Cell Phone Use Prohibited Up To $ 200.00 Fine)					24"X18" HIP		19.95
122.	24" x 8"	12.78	18.18	30.75		8.95	12.75	21.55
123.	24" x 10"	12.78	18.18	30.75		8.95	12.75	21.55
124.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
125.	24" x 18"	11.50	16.25	24.00		8.05	11.40	16.80
126.	24" x 24"	15.35	21.70	32.00		10.75	15.20	22.40
127.	24" x 30"	19.00	27.00	40.00		13.30	18.90	28.00
128.	24" x 48"	30.00	39.00	51.00		21.70	30.40	44.80
129.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
130.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
131.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
	49) Blanks W/Sheeting Only							
132.	6" x 18"	5.22	6.25	8.50		NIB	—	—
133.	6" x 24"	6.75	7.89	10.92		NIB	—	—
134.	6" x 30"	8.44	9.86	13.65		NIB	—	—
135	6" x 36"	8.95	10.95	14.25		NIB	—	—
136.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	50) Single Arrow							
137.	30" x 36"	29.00	40.65	60.00		20.30	28.45	42.00
138.	48" x 24"	30.00	39.00	51.00		21.70	30.40	44.80
	51) Single Arrow Left/Right							
139.	30" x 36"	29.00	40.65	60.00		20.30	28.45	42.00
140.	48" x 24"	30.00	39.00	51.00		21.70	30.40	44.80
	52) Slow				OPENED			
141.	24" x 24"	15.35	21.70	32.00	9:48	10.75	15.20	22.40
142.	30" x 30"	24.00	33.88	50.00		16.80	23.75	35.00
143.	36" x 36"	34.50	48.80	72.00	1-12-2011	24.15	34.15	50.40
	53) Slow For Children				Witnessed			
144.	24" x 30"	19.00	27.00	40.00		13.30	18.90	28.00
145.	18" x 24"	11.50	16.25	24.00	J	8.05	11.40	16.80

	Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs			
		Reflective		High Intensity		Diamond Grade			Reflective		High Intensity	Diamond Grade
	Includes Full Color 54) Specialties Signs	S/F	D/F	S/F	D/F	S/F	D/F	Price does NOT include removal of vinyl only reface S/F (single faced) or D/F (double faced)				
146.	2" x 16"	4.00	6.00	5.20	7.80	7.15	10.75	EIG S/F 2.80	EIG D/F 4.20		HIP S/F 3.65	HIP D/F 5.45
147.	6" x 12"	4.00	6.00	5.20	7.80	7.15	10.75	2.80	4.20		3.65	5.45
148.	12" x 9"	4.50	6.50	5.70	8.30	7.65	11.25	3.15	4.55		4.00	5.80
149.	12" x 18"	8.00	12.00	10.40	15.60	14.25	21.40	5.60	8.40		7.30	10.95
150.	18" x 24"	16.00	24.00	20.75	31.15	28.50	42.75	11.20	16.80		14.55	21.80
151.	24" x 24"	21.35	32.00	27.68	41.50	38.00	57.00	14.95	22.40		19.40	29.05
152.	24" x 36"	32.00	48.00	41.50	62.26	57.00	85.50	22.40	33.60		29.05	43.60
153.	30" x 24"	26.70	40.00	26.70	40.00	47.50	71.25	18.70	28.00		18.70	28.00
154.	30" x 30"	33.40	50.00	43.25	64.90	59.40	89.10	23.40	35.00		30.30	45.45
155.	30"x 36"	40.05	60.10	51.90	77.85	71.25	106.90	28.05	42.10		36.35	54.50
156.	36" x 12"	16.00	24.00	20.75	31.15	28.50	42.75	11.20	16.80		14.55	21.80
157.	48" x 24"	42.72	64.00	55.35	83.00	76.00	114.00	29.90	44.80		38.75	58.10
158.	48" x 48"	85.45	128.20	110.75	166.00	152.00	228.00	59.80	89.75		77.55	116.20
159.	4'x 8'	325.00	487.50	430.00	645.00	—	—	227.50	341.25		301.00	451.50
	55) Speed Limit											
160.	18" x 24" - 10-40 MPH (depending on specs)	11.50		16.25		24.00			8.05		11.40	16.80
161.	24" x 30"- 10-40 MPH (depending on specs)	19.00		27.00		40.00			13.30		18.90	28.00
	56) Stop Ahead (Symbols & words)											
162.	24" x 24"	17.95		28.50		42.00		9.48	12.60		19.95	29.40
163.	30" x 30"	28.00		43.00		65.00		1-12-2011	19.60		30.10	45.50
164.	36" x 36"	50.00		63.00		95.00		Witnessed	35.00		44.10	66.50
	57) Stop Signs											
165.	18" x 18"	14.78		18.50		27.95			10.35		12.95	19.57
166.	24" x 24"	16.95		22.50		34.95			11.87		15.75	24.50

OPENED

	Item	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
167.	30" x 30"	26.00	35.00	54.00			18.20	24.50	37.80
168.	36" x 36"	38.00	47.00	75.00			26.60	32.90	52.50
169.	48" x 48"	90.00	110.00	150.00			63.00	77.00	105.00
	58) Stop Stencil (separate letters & one stencil)				36" letters	stencil 36x43½			
170.	36" x 36" / 36"x43½" Duro	—	—	—	85.00	70.00	—	—	—
	59) Street Name Signs (legend to be on one or both sides)								
171.	6" x 18"	16.50	25.50	28.95			NB	—	—
172.	6" x 24"	16.50	25.50	28.95			NB	—	—
173.	6" x 30"	17.50	26.95	29.95			NB	—	—
174.	6" x 36"	19.50	29.95	39.95			NB	—	—
	60) Supplemental Plaques								
175.	12" x 6"	3.50	6.50	9.50			2.45	4.55	6.65
	61) "T" Intersection								
176.	24" x 24"	15.35	21.68	32.00			10.75	15.20	22.40
177.	30" x 30"	24.00	33.88	50.00			16.80	23.75	35.00
178.	36" x 36"	34.50	48.80	72.00			24.15	34.15	50.40
	62) Tire Area								
179.	18" x 24"	11.50	16.25	24.00			8.05	11.40	16.80
	63) Traffic Signs								
180.	9" x 12"	6.18	11.46	15.57			3.70	5.80	7.90
181.	18" x 12"	8.60	12.00	17.00			6.00	8.40	11.90
182.	18" x 24"	11.50	16.25	24.00	OPENED		8.05	11.40	16.80
183.	24" x 18"	11.50	16.25	24.00			8.05	11.40	16.80
184.	24" x 24"	15.35	21.70	32.00	9:48		10.75	15.20	22.40
185.	24" x 30"	19.00	27.00	40.00	1-12-2011		13.30	18.90	28.00
186.	24" x 36"	23.00	32.50	48.00	Witnessed		16.10	22.75	33.60
187.	30" x 30"	24.00	33.90	50.00			16.80	23.75	35.00
188.	30" x 36"	29.00	40.65	60.00			20.30	28.45	42.00
189.	36" x 12"	11.50	16.20	24.00			10.85	13.25	19.75

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
190.	48" x 24"	30.00	39.00	51.00		21.70	30.40	44.80
191.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
	64) Trash Area							
192.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80
	65) Truck Crossing							
193.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
194.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
195.	30" x 30"	24.00	33.88	50.00		16.80	23.75	35.00
	66) Warning Signs							
196.	9" x 12"	6.18	11.46	15.57		3.70	5.80	7.90
197.	18" x 12"	8.60	12.00	17.00		6.00	8.40	11.90
198.	24" x 18"	11.50	16.25	24.00		8.05	11.40	16.80
199.	24" x 24"	15.35	21.70	32.00		10.75	15.20	22.40
200.	24" x 30"	19.00	27.00	40.00		13.30	18.90	28.00
201.	24" x 36"	23.00	32.50	48.00		16.10	22.75	33.60
202.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
203.	36" x 12"	11.50	16.20	24.00		10.85	13.25	19.75
204.	36" x 36"	34.50	48.80	72.00		24.15	34.15	50.40
205.	48" x 24"	30.00	39.00	51.00		21.70	30.40	44.80
206.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
	67) Water on Bridge							
207.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
208.	48" x 48"	61.45	86.70	128.00		43.00	60.70	89.60
	68) Yield Sign				OPENED			
209.	30" x 30" x 30"	27.00	35.90	52.00	9:48	18.90	25.15	36.40
210.	36" x 36" x 36"	36.50	50.80	74.00	1-12-2011	25.55	35.55	51.80
	69) Y Intersection				Witnessed			
211.	30" x 30"	24.00	33.90	50.00		16.80	23.75	35.00
	70) Your Trash Must Be Secure At All Times							
212.	18" x 24"	11.50	16.25	24.00		8.05	11.40	16.80

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
	71) 3" Center Pavement Reflectors-(ceramic)							
213.	Amber				1.50			
214.	Clear				1.70			
215.	Red or white				1.85			
216.	**72) 4" Center Pavement Reflectors-(ceramic)**							
217.	Amber				1.50			
218.	Clear				1.70			
219.	Red or white				1.85			
	73) Brackets & Caps							
220.	Aluminum Brackets for 6" & 9" BUCKle				16.95			
221.	Cross Brackets				2" 3.50 3" 8.50			
222.	Round Post Bracket				2" 3.50 3" 8.50			
223.	U Post Brackets				2" 3.50 3" 9.50			
224.	**90° Bracket for 4 Way Assembly** (all types& size post & sign height)				3.50			
225.	**45° / 180° Bracket for 4 Way Assembly** (all types & size post & sign height)				3.50			
226.	Post Cap for U Channel Posts				3.50			
227. 228.	Post Cap for 2" & 3" Posts				3.50 2" 8.50 3"			
229.	Post Cap - 1 3/4 Sq Post for Flat Assy				5.25			
230.	3" Post Caps (standard 3" pipe)				8.50			
231.	Post Dome caps (standard 3" pipe)				4.50			
232. 233. 234.	Wing Bracket -All Sign Plate	(Straps or Bolts to side of wall or pole)			12" 13.00 18" 15.00 24" 22.00			
235.	Standard 14" Wing Bracket 14" x 8¼"	(metro #8)			9.00			
236.	Heavy Duty 24" Wing x 8¼" Bracket (Metro 800)				16.00			
	74) Barricades							
237.	**A-Frame 30" Tall x 6' Wide -All Plastic Frame** (single or double faced)	S/F: —	D/F: 150.00	S/F: 125.00	D/F: — S/F: — D/F: —			

OPENED
9:48
1-12-2011
Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
238	8' Type III Orange or Red/White Type A & C (double faced) HIP	(Plastic Panels w/Square Tubing Uprights)			Single Face 250.00	Double Face 310.00		
239	Type III -Barricades - 10' (double faced-sheeting 1 or 2 sides) HIP	(Plastic Panels w/Square Tubing Uprights)			Single Face 281.00	Double Face 351.00		
240	Barricade Marker 18" X 18"				25.00			
241	Barricade Flasher Lights				16.95			
242	Barricade Lights				16.95			
	75) Panels							
243	96" x 8" Reflective 1" Thick Orange/White				52.00			
	76) Type I and III				Type 1 / Type III			
244	End of Road E/G (Wood)				8' 150.00			
245					10' 195.00			
246					12' 210.00			
	77) Barrel Tape (white, red or yellow)							
247	2" x 50 Yards				80.00			
248	4" x 50 Yards				160.00			
249	6" x 50 Yards				240.00			
	78) Barricade Tape							
250	Reflective, General Purpose Tape -Red, White, Yellow (Rolls)				1" x 30" yd. 105.00			
251					2"x 30" yd. 135.00			
252					3" x 30"yd 150.00			
	79) Type A & C Orange Left/Right-Type 111				E.G	HIP		
253	8" x 50 yd.				232.00	300.00		
254	8" x 100 yd.				464.00	600.00		
	80) Flexible Road Marker							
255	62" White Road Marker w/ Wt. Reflector Sheeting				38.00			
256	62" White Road Marker w/ Yellow Reflector Sheeting				38.00			
257	Jiggle Bars 6" x 34"				12.95			
	81) Barrier Fence & Tape							
258	Temporary Barrier Fence Per foot				.55¢			
259	Temporary Barrier Fencing Roll 4' x 100'				43.00			

OPENED
9:48
1-12-2011
Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
260	Quick Fence Safety System				52.00			
261	Industrial Grade Mil Barrier Tape				9.95			
	82) Cones (Traffic)							
262	18" Plain, Bright Orange Top, Black Base				7.25			
263	28" Plain, Bright Orange Top, Black Base				11.25			
264	36" Plain, Bright Orange Top, Black Base				18.95			
265	28" Orange/Red Glow				11.25			
266	28" With Reflective Collars				15.95			
267	11 ½" x 16" Decals				12.95			
268	Chevrons 18" x 24"	11.50	16.25	24.00				
	83) Double Arrow							
269	48" x 24" Yellow Reflective Aluminum Rectangle	31.00	43.40	64.00				
270	Municipal Emblems (Pressure Sensitive)				12.95			
	84) Object Markers Reflective							
271	6" x 24"				6.55			
272	10" x 30"				11.95			
273	12" x 36"				15.25			
274	6' Delineator Posts (Flexible)				38.00			
275	Plastic Delineators (Stand Alone)				42.00			
276	6" x 12" Bridge Markers				4.25			
277	End of Roadway Markers / Button Delineators 18" x 18"				25.00			
278	Round Plastic Reflector - Red				1.00			
279	Round Plastic Reflectors Amber				1.00			
280	Rectangular Reflectors 3" x 8" Type A & C				5.50			
	85) Safety Flags							

OPENED
9:48
1-12-2011
Witnessed

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
281	Fluorescent w/ Stiffener ~~16" x 16"~~				—			
282	18" x 18"				5.25			
283	24" Safety Flags				5.25			
	86) Folding Signs							
284 285	24" x 24" Binder Signs (Folding Signs) 30" x 30"				32.00 38.00 x			
286	Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand				140.00			
287	8" x 10" Upright Sign Post				15.00			
288	Quad Stands for Roll Up Mesh Sign				140.00			
289	30" x 30" Collapsable Stop/ Slow Paddle EG Roll Up				75.00			
	87) Stub Post							
290	Tubular Post 8'				15.95			
291	Tubular Post 10'				18.95			
292	Tubular Post 12'				21.25			
293	Square. Post ~~2" x 2" x 12'~~				35.00			
	88) Sign Assembly Hardware							
294	Locknuts				.25			
295	Anti-Theft Bolts				.25			
296	5/16 Bolts 21/2" x 3"				.35			
297	1/4 Bolts 2"				.35			
298	1/4" Screws for Brackets (Blade Holders)	BX 100			5.93		OPENED	
299	Screw Set (vandal proof)	BX 100			11.00		9:48	
	89) U Channel						1-12-2011	
300	12' x 3" Heavy Gauge (Green)				37.00		Witnessed	
301 302	U Shape Galvanized				10 ft. 31.68 12 Ft. 38.02			
303	Safety Splice U Channel Sign Post System				37.00			
	90) Dome Drums							
304	Super Dome Drums				44.00			
305	-Barrel w/Tire Ring (Net Econo)- Low density Barrels (Remoldable)				55.00			

	Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
		Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
306	Molded Rubber Base – 25 lbs				28.86			
307	Blue Net Sheeting 15"				N/B			
308	4" Transfer Tape				13.28			
	91) Speed Bumps							
309	6' Speed Bump (Plastic)				112.50			
310	9' Speed Bump (Plastic)				157.50			
311	6' Speed Bump – Yellow & Black (plastic)				194.92			
	92) EPOXY							
312	1 gal. Epoxy Kit				97.00			
313	5 gal. Epoxy Kit				N/B			
314	Epoxy Pads 4"X4"				1.50			
315	Epoxy Qw.K Sticks				19.95			
	93) MISC.							
316	Slow Moving Vehicle - 040 Aluminum				9.95			
317	Slow Moving Vehicle - Decal (Triangle)				6.95			
318	Keep Back 500 Feet 33" x 3" Reflective Decal				9.95			
319	Tape Caution Buried Electrical Lines	3"X1000'			14.95			
320	8' x 4' MDO Specialty Sign	Single-sided non-Reflective			285.00			
321	6" x 50 yds Roll of Engineer Grade Vinyl				101.00			
322	6" x 50 yds Roll of High Intensity Prismatic				157.50			
323	Post Driver				325.00			
324	18" Double Faced Hand Paddles				16.95			
25	Slip Base Assy (Base & Stub Only)				110.00			
26	Slip Base Assy Complete				165.00			
27	T-Post 3'				48.00			

Category A- Prices for Transfer Tape

Width	Price
1"	$ 3.32
2"	$ 6.64
4"	$13.28
6"	$19.92
8"	$26.56
10"	$33.20
12"	$39.84
13"	$43.16
14"	$46.48
15"	$49.80
16"	$53.12
18"	$59.76
20"	$66.40
24"	$79.68
30"	$99.60
36"	$119.52
48"	$159.36

OPENED
9:48
1-12-2011
Witnessed

Estimated Delivery Time for Standard (In-Stock) signs: 2-5 days

Estimated Delivery Time for Non-Standard (Not-In Stock) - Small orders: 2-WKS Large orders: 30-days

28 - 12 ft. 3" Post for Slip Base - 18 Le 8.00

29 - 6 ft Delineator V-Shape - 11.95

30 - Reflectors 4x4 2-way w/adhesive - 3.50 each 100-Box

31 - 10¾" X 10¾" D.O.T. Placards (osha) Decal 4.95 | .040 Alum. 9.95

32 - 3" U-Post - 99.75

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant Group, Inc.
P.O. BOX 10660

JACKSONVILLE FL 32247-0660

CONTACT NAME: CUSTOMER SERVICE CENTER
PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611
E-MAIL ADDRESS: ZSBSERVICECENTER@ZISINTERNET.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty	19356
INSURER B: Assurance Company of America	19305
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MARTIN & MARGARITA PENA DBA DELTA
SPECIALTIES, SIGNS & SUPPLIES
10205 E State Highway 107

Edinburg TX 78542

COVERAGES **CERTIFICATE NUMBER:** Cert ID 87662 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y		PAS038483617	7/9/2011	7/9/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		PAS038483617	7/9/2011	7/9/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED AUTO PHY DAM	$ 1,000,000 $ $ $ $ 50,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y		PAS038483617	7/9/2011	7/9/2012	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC038670213	7/9/2011	7/9/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
HIDALGO COUNTY IS DESIGNATED AS ADDITIONAL INSURED AFFORDED BY THIS POLICY AS SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

HIDALGO COUNTY

2802 S BUSINESS HIGHWAY 281

EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 7, 2012

Custom Products Corporation
Attn: Heidi McGee
P.O. Box 54091
Jackson, Mississippi 39288

Via Email: Heidi@cpcsigns.com

Re: Extension Of Service Contract No: C-11-027A-03-28
"Traffic Road Signs & Miscellaneous Equipment"

Dear Ms. McGee:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 13, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 3.13.12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-11-027A-03-28

THIS AGREEMENT (the "Agreement") is entered into as of the **March 28, 2011** by and between **Custom Products Corporation** , ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment,"** in the areas of Hidalgo County projects for a period of one (1) year commencing **April 21, 2011** and ending **April 20, 2012** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Custom Products Corporation
Attention: Ms. Heidi McGee
P O Box 54091
Jackson, MS 39288

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination. .** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** 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 coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **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 sixty (60) 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).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3/28/11 RO

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Custom Products Corporation

By: _____

Printed Name: Heidi McGee

Title: Bid Mngr

Date: 5-3-11

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: **March 28, 2011**

CUSTOM PRODUCTS CORP.
AWARDED ITEMS

Category A-New

		Reflect	Hi-Intens	Grade-D
1) 3 Way	12"x6"	2.27	2.67	4.34
2) 4 Way	12"x6"	2.27	2.67	4.34
	24"x18"	9.49	11.89	21.90
3) A/C & Ref	18"x24"	9.49	11.89	21.90
4) All Way	18'x6"	3.40	4.00	6.50
5) Arrow Sign	48"x24"		41.57	68.27
	20'x8'	3.89	5.70	9.41
	15"x8"	5.10	4.36	7.20
6) Bridge Closed				
	36"x36"		46.40	
	30"x30"	18.95	23.95	44.81
	48"x30"		51.55	
7) Bridge Out	30"x30"	18.95	23.95	44.81
8) Brush Area	18" 24"	9.49	11.89	21.90
9) Cable/Util. Warning	9"x3"	1.24	1.42	1.93
	12"x3 1/2	1.67	2.44	3.22
	12"x9"	3.40	4.00	6.50
10) Caution	18"x24"	9.49	11.89	21.90
	30"x30"	18.95	23.95	44.81
11) Children at Play	24"x30"	15.72	19.72	36.41
	18"x24"	9.49	11.89	21.90
12) Curve: R or L	24"x24"	12.63	15.83	29.18
	30"x30"	18.95	23.95	44.81
	30"x36"		38.97	
13) Const.Zone Warning	18"x18"	7.77	9.57	14.10
	24"x24"	12.63	15.83	29.18
	30"x30"	18.95	23.95	36.44
	36"x36"		46.40	64.50
	48"x48"			
15) Const. Zone Signs	12"x18"	5.09	6.29	11.29
	24"x12"	6.89	8.49	
	18"x24"	9.49	11.89	17.88
	24"x18"	9.49	11.89	21.90
	30"x24"	15.72	19.72	36.41
	30"x30"	18.95	23.95	36.44
	48"x18"	18.13	22.93	
	48"x24"			
	48"x30"		51.55	
		SF/DF	SF/DF	SF/DF
16) Custon Message	9"x30"	6.33/9.49	7.81/11.71	14.17/21.25
	12"x18"	5.09/7.63	6.29/9.43	11.29/16.93
	18"x24"	9.49/14.23	11.89/17.83	21.90/
	36"x36"		46.40/	
17) Dead End	30"x30"	18.95	23.95	44.81
	24"x24"	12.63	15.83	29.18
18) Detour	30"x24"	15.72	19.72	36.41
19) Dip	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
20) Double Arrow	48"x24"		41.57	
21) Flour. Yell/Green	24"x18"			22.14
	24"x24"			29.50
	30"x30"			45.31
	36"x36"			77.16
	48"x48"			
22) Fresh Oil	24"x24"	12.63	15.83	29.18
23) Handicap Unlimit ed	12"x6"	2.27	2.67	4.34
	12"x9"	3.40	4.00	
	12"x12"	4.34	5.14	8.48
	12"x18"	5.09	6.29	11.29
	12"x24"	6.89	8.49	
	18"x18"	7.77	9.57	17.08
	18"x24"	9.49	11.89	21.90
24) Handicap X-ing	12"x18"	5.09	6.29	11.29
	18"x24"	9.49	11.89	21.90

Category B- Accessories

73) Brackets & Caps				
Post cap 2"/3"				/5.06
Post cap 1 3/4 sq post flat assy				4.39
3" Post cap (standard 3" pipe)				5.06
Heavy duty 24" wing bracket				14.04
82) Cones(traffic)				
18" Plain bright orange top/blk base				4.45
28" Plain bright orange top/blk base				7.39
28' w/ Reflect collar				13.19
	Reflect.	Hi-Intens	D-Grade	
11 1/2"x16" decals	8.58			
Chevron 18"x24"	9.49	11.89		
83) Double Arrow				
48"x24" Yellow reflect. Aluminum rectangle		41.57		
84) Object Markers				
reflect. 6"x24	4.34			
10"x30"	7.17			
12"x36"	9.49			
6"x12" Bridge Markers	2.21			
18"x18" End of Road markers/button deline	14.41			
Round plast. Reflect red				0.57
Round plast. Reflect amber				0.57

CATERGORY C- NO BIDS

	24"x30"	15.72	19.72	36.41
	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
	48"x48"			
26) Arrow Sign	21"x12"			
Pointing down R or L		6.89	8.49	15.32
27) Ice on Bridge	30"x30"	18.95	23.95	44.81
28) Interlocal sign-1 side	4"x8"		197.76	
2 side	4"x8"		296.64	456.96
30) Keep Back 25ft	12"x9"	3.40	4.00	6.50
31) L to R Marker Bridge	12"x36"	9.49	11.89	21.90
	18"x24"	9.49	11.89	21.90
32) Mattress	18"x24"	9.49	11.89	21.90
33) Men Working	24"x24"	12.63	15.83	29.18
34) Metal Area	18"x24"	9.49	11.89	21.90
35) Mowers Ahead	36"x36"		46.40	
36) Narrow Bridge	24"x24"	12.63	15.83	29.18
	30'x30"	18.95	23.95	44.81
37) Neighborhood	18"x24"	10.22	12.62	22.63
Watch	24"x30"	16.81	20.81	37.50
38) No Dumping	18"x24"	9.49	11.89	21.90
	24"x30"	15.72	19.72	36.41
	60"x30"		64.32	
39) Pavement Ends	30"x30"	18.95	23.95	
	36"x36"		46.40	
40) Pedestrians	36"x36"		46.40	
	30"x30"	18.95	23.95	45.31
41) Public/Priv Park	12"x18"	5.09	6.29	11.29
	18"x24'	9.49	11.89	21.90
42) R to L Marker	12"x36"	9.49	11.89	21.90
	18"x24"	9.49	11.89	21.90
43) Rd Closed Thru Traf	60"x30"		64.32	
	48"x30"		51.55	
44) Road Closed	30"x48"	43.55	51.55	84.93
	48"x30"		51.55	
	36"x36"	39.20	46.40	76.44
45) Rd Constr. Ahead	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
46) Rd Mach. Ahead	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
47) School Ped X-ing	30"x30"	18.95	23.95	45.31
	36"x36"		46.40	77.16
48) School Zone/cell	24"x8"	4.52	5.59	10.15
	24"x10"	5.65	6.98	12.68
	18"x24'	9.49	11.89	22.87
	24"x18'	9.49	11.89	22.87
	24"x24"	12.63	15.83	29.50
	24"x30"	15.72	19.72	36.81
	30"x30"	18.95	23.95	45.31
	36"x36"		46.40	
50) Single Arrow	30"x36"		38.97	
51) Single Arrow L/R	30"x36"		38.97	
52) Slow	24"x24"	12.63	15.83	29.18
	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
53) Slow for Children	24"x30"	15.72	19.72	36.41
	18"x24"	9.49	11.89	22.87
		SF/DF	SF/DF	SF/DF
54) Specialities Signs	2"x16"	1.65/2.47	1.58/2.37	2.79/4.18
	6"x12"	2.27/3.40	2.67/4.00	4.34/6.51
	12"x9"	3.40/5.10	4.00/6.00	6.50/9.75
	12"x18"	5.09/7.63	6.29/9.43	11.29/16.93
	18"x24"	9.49/14.23	11.89/17.83	21.90/32.85
	24"x24"	12.93/18.94	15.83/23.74	29.18/43.77
	24"x36"	18.13/27.19	22.93/34.39	42.96/64.44
	30"x24"	15.72/23.58	19.72/29.58	36.41/54.61
	30"x30"	18.95/28.42	23.95/35.92	44.81/67.21
	30"x36"	32.97/	38.97/	64.00/
	36"x12"	9.49/14.23	11.89/17.83	21.90/32.85
	48"x24"	35.91/	41.57/	68.27/

55) Speed Limit 10-40 mph	18"x24"	9.49	11.89	21.90
10-40 mph	24"x30"	15.72	19.72	36.41
56) Stop Ahead	24"x24"	15.24	20.19	35.41
	30"x30"	22.47	30.20	54.03
	36"x36"	43.53	54.65	89.01
57) Stop Signs	18"x18"	8.23	10.03	17.54
	24"x24"	12.27	15.47	28.82
	30"x30"	18.23	23.23	44.09
59) Street Names(legend on 1				
or 2 sides)	6"x36"	9.19/12.09		
60) Supplement Plaques	12"x6"	2.27	2.67	4.34
61) "T" Intersection	24"x24'	12.63	15.83	29.18
	30"x30"	18.95	23.95	44.81
	36"x36"		46.40	
62) Tire Area	18"x24"	9.49	11.89	21.90
63) Traffic Signs	9"x12"	3.40	4.00	6.50
	18"x12"	5.09	6.29	11.29
	18"x24"	9.49	11.89	21.90
	24"x18"	9.49	11.89	21.90
	24"x24"	12.63	15.83	29.18
	24"x30"	15.72	19.72	36.41
	24"x36"	18.13	22.93	42.96
	30"x30"	18.95	23.95	44.81
	30"x36"		38.97	
	36"x12"	9.49	11.89	21.90
64) Trash Area	18"x24"	9.49	11.89	21.90
65) Truck Crossing	36"x36"		46.40	
	30"x30"	18.95	23.95	44.81
66) Warning Signs	9"x12"	3.40	4.00	6.50
	18"x12"	5.09	6.29	11.29
	24"x18"	9.49	11.89	21.90
	24"x24"	12.63	15.83	29.18
	24"x30"	15.72	19.72	36.41
	24"x36"	18.13	22.93	42.96
	30"x30"	18.95	23.95	44.81
	36"x12"	9.49	11.89	
	36"x36"		46.40	
67) Water On Bridge	30"x30"	18.95	23.95	44.81
68) Yield Sign	30'x30"x30"	9.91	12.47	23.15
	36"x36"x36'	12.58	15.85	29.54
69) "Y" Intersection	30"x30"	18.95	23.95	44.81
70) Your Trash-secure	18"x24"	9.49	11.89	21.9

Custom Products Corp.

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO: 2011-027-01-12-SGS

BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides: reflective grade will vary by dept.

Bid Prices are on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective NO BID	High Intensity	Diamond Grade
1) 3 Way							
12" x 6"	2.27	2.67	4.34				
2) 4 Way							
12" x 6"	2.27	2.67	4.34				
24" x 18"	9.49	11.89	21.90				
3) A/C And Refrigeration							
18" x 24"	9.49	11.89	21.90				
4) All Way							
18" x 6"	3.40	4.00	6.50				
5) Arrow Signs							
48" x 24" .100	35.17	41.57	68.27				
20" x 8"	3.89	5.70	9.41				
15" x 8"	5.10	4.36	7.20				
6) Bridge Closed							
36"x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
30" x 30"	18.95	23.95	44.81				
48" x 30" .100	43.55	51.55	84.93				
7) Bridge Out							
30" x 30"	18.95	23.95	44.81				
8) Brush Area							
18" x 24"	9.49	11.89	21.90				

OPENED 9:52 1-12-2011 Witnessed

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective NO BID	High Intensity	Diamond Grade
9) Cable/ Utility Warning Signs							
9" x 3"	1.24 ·	1.42 ·	1.93 ·				
12" x 3 ½"	1.67 ·	2.44 ·	3.22 ·				
12" x 9"	3.40 ·	4.00 ·	6.50 ·				
10) Caution							
18" x 24"	9.49 ·	11.89 ·	21.90 ·				
30" x 30"	18.95 ·	23.95 ·	44.81 ·				
11) Children At Play							
24" x 30"	15.72 ·	19.72 ·	36.41 ·				
18" x 24"	9.49 ·	11.89 ·	21.90 ·				
12) Curve: Right or Left Curve Ahead							
24" x 24"	12.63 ·	15.83 ·	29.18 ·				
30" x 30"	18.95 ·	23.95 ·	44.81 ·				
30" x 36" .100	32.97 ·	38.97 ·	64.00 ·				
13) Construction Zone Warning Signs (Orange background w/black copy)							
18" x 18"	7.77 ·	9.57 ·	14.10 ·				
24" x 24"	12.63 ·	15.83 ·	29.18 ·				
30" x 30"	18.95 ·	23.95 ·	36.44 ·				
36" x 36" .100	39.20 ·	46.40 ·	64.50 ·				
48" x 48" .125	86.23 ·	99.03 ·	131.63 ·				
(14) Roll-up Mesh Signs No bid #14	Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)						
18" x 18"							
24" x 24"							
30" x 30"				NO BID			
36" x 36"							
48" x 48"							
15) Construction Zone Signs & Supplemental Signs (Orange background w/black copy)							
12" x 18"	5.09 ·	6.29 ·	11.29 ·				

OPENED
9:52
1-12-2011
Witnessed

Item	Category A- New						Category B- Accessories	Category C- Refacing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
24" x 12"	6.89		8.49		15.16					
18" x 24"	9.49		11.89		17.88					
24" x 18"	9.49		11.89		21.90					
30" x 24"	15.72		19.72		36.41					
30" x 30"	18.95		23.95		36.44					
48" x 18"	18.13		22.93		42.96					
48" x 24" .100	35.91		41.57		57.55					
48" x 30" .100	43.55		51.55		84.93					
16) Custom Message (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)			
9" x 30"	6.33	9.49	7.81	11.71	14.17	21.25				
12" x 18"	5.09	7.63	6.29	9.43	11.29	16.93				
18" x 24"	9.49	14.23	11.89	17.83	21.90	32.85				
36" x 36" .100	39.20	58.80	46.40	69.60	76.44	114.66				
17) Dead End										
30" x 30"	18.95		23.95		44.81					
24" x 24"	12.63		15.83		29.18					
18) Detour										
30" x 24"	15.72		19.72		36.41					
19) Dip										
30" x 30"	18.95		23.95		44.81					
36" x 36" .100	39.20		46.40		76.44					
20) Double Arrow										
48" x 24" .100	35.91		41.57		68.27					
21) Fluorescent Yellow Green Safety										
24" x 18"	NA		NA		22.14					
24" x 24"	NA		NA		29.50					
30" x 30"	NA		NA		45.31					
36" x 36" .100	NA		NA		77.16					

NO BID

OPENED
9:50
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 48" .125 HM	~~86.23~~	~~99.03~~	~~134.63~~		NO BID		
22) Fresh Oil	134.63	134.63					
24" x 24"	12.63	15.83	~~15.83 HM~~ 29.18				
23) Handicap unlimited wording & symbols (blue & white)							
12" x 6"	2.27	2.67	4.34				
12" x 9"	3.40	4.00	6.50				
12" x 12"	4.34	5.14	8.48				
12" x 18"	5.09	6.29	11.29				
12" x 24"	6.89	8.49	15.16				
18" x 18"	7.77	9.57	17.08				
18" x 24"	9.49	11.89	21.90				
24) Handicap X-ing							
12" x 18"	5.09	6.29	11.29				
18" x 24"	9.49	11.89	21.90				
24" x 30	15.72	19.72	36.41				
30" x 30"	18.95	23.95	44.81				
36" x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
25) Handicap Stencil	NO BID #25						
18" x 12"							
32" x 24"	NO BID			NO BID			
36"x 36"							
44" x 38"							
48" Handicap Stencil							
26) Arrow Sign							
21" x 12" pointing down right or left	6.89	8.49	15.32				
27) Ice on Bridge							
30" x 30"	18.95	23.95	44.81				
28) Inter-local/ Project Signs							

OPENED
9:58
1/12/2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Replacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" x 8" Plywood one side only	172.16	197.76	304.64				
4" x 8" Plywood double sided	258.24	296.64	456.96				
29) Office & Shop Signs (Facility)	NA	NA	NA				
30) Keep Back 25 Feet							
12" x 9"	3.40	4.00	6.50				
31) Left to Right Marker Bridge							
12" x 36"	9.49	11.89	21.90				
18" x 24"	9.49	11.89	21.90				
32) Mattress							
18" x 24"	9.49	11.89	21.90				
33) Men Working							
24" x 24"	12.63	15.83	29.18				
34) Metal Area							
18" x 24"	9.49	11.89	21.90				
35) Mowers Ahead							
36" x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
36) Narrow Bridge							
24" x 24"	12.63	15.83	29.18				
30" x 30"	18.95	23.95	44.81				
37) Neighborhood Watch							
18" x 24"	10.22	12.62	22.63				
24" x 30"	16.81	20.81	37.50				
38) No Dumping							
18" x 24"	9.49	11.89	21.90				
24" x 30"	15.72	19.72	36.41				
60" x 30" .100	54.32	64.32	106.04				
39) Pavement Ends							
30" x 30"	18.95	23.95	44.81				

NO BID

OPENED
9:52
1-12-2011
Witnessed

C

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" x 36" .100	39.20	46.40	76.44				
40) Pedestrians							
36" x 36" .100	39.20	46.40	77.16				
48" x 48" .125	86.23	99.03	154.63				
30" x 30"	18.95	23.95	45.31				
41) Public/ Private Parking Sign							
12" x 18"	5.09	6.29	11.29				
18" x 24"	9.49	11.89	21.90				
42) Right to Left Marker							
12" x 36"	9.49	11.89	21.90				
18" x 24"	9.49	11.89	21.90				
43) Road Closed to Thru Traffic							
60" x 30" .100	54.32	64.32	106.04				
48" x 30" .100	43.55	51.55	84.93				
44) Road Closed							
30" x 48" .100	43.55	51.55	84.93				
48" x 30" .100	43.55	51.55	84.93				
36" x 36" .100	39.20	46.40	76.44				
45) Road Construction Ahead							
30" x 30"	18.95	23.95	44.81				
36" x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
46) Road Machinery Ahead							
30" x 30"	18.95	23.95	44.81				
36" x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
47) School Ped X-ing							
30" x 30"	18.95	23.95	45.31				
36" x 36" .100	39.20	46.40	77.16				

NO BID

OPENED
9:50
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Relacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective NO BID	High Intensity	Diamond Grade
48) School Zone Signs & School Zone Signs (Cell Phone Use Prohibited Up To $ 200.00 Fine)							
24" x 8"	4.52.	5.59.	10.15.				
24" x 10"	5.65.	6.98.	12.68.				
18" x 24"	9.49.	11.89.	22.87.				
24" x 18"	9.49.	11.89.	22.87.				
24" x 24"	12.63.	15.83.	29.50.				
24" x 30"	15.72.	19.72.	36.81.				
24" x 48" .100	35.91.	41.57.	~~68.27~~ HM	68.91.			
30" x 30"	18.95.	23.95.	45.31.				
48" x 48" .125	86.23.	99.03.	153.71.				
36" x 36" .100	39.20.	46.40.	~~76.44~~ HM	77.16.			
49) Signs & Blanks NO BID #49							
6" x 18"	NO BID						
6" x 24"							
6" x 30"							
6" x 36"	NO BID						
30" x 30"							
50) Single Arrow							
30" x 36" .100	32.97.	38.97.	~~65.73~~ HM	64.00.			
48" x 24" .100	35.91.	41.57.	68.27.				
51) Single Arrow Left/Right							
30" x 36" .100	32.97.	38.97.	64.00.				
48" x 24" .100	35.91.	41.57	68.27.				
52) Slow							
24" x 24"	12.63.	15.83.	29.18.				
30" x 30"	18.95.	23.95.	44.81.				
36" x 36" .100	39.20.	46.40.	76.44.				
53) Slow For Children							
24" x 30"	15.72.	19.72.	36.41.				
18" x 24"	9.49.	11.89.	22.87.				

OPENED
9:50
1-12-2011
Witnessed

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
54) Specialties Signs	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F (double faced)			
2" x 16"	1.65	2.47	1.58	2.37	2.79	4.18				
6" x 12"	2.27	3.40	2.61	4.00	4.34	6.51				
12" x 9"	3.40	5.10	4.00	6.00	6.50	9.75				
12" x 18"	5.09	7.63	6.29	9.43	11.29	16.93				
18" x 24"	9.49	14.23	11.89	17.83	21.90	32.85				
24" x 24"	12.63	18.94	15.83	23.74	29.18	43.77				
24" x 36"	18.13	27.19	22.93	34.39	42.96	64.44				
30" x 24"	15.72	23.58	19.72	29.58	36.41	54.61				
30" x 30"	18.95	28.42	23.95	35.92	44.81	67.21				
30"x 36" .100	32.97	49.45	38.91	58.45	64.00	96.00				
36" x 12"	9.49	14.23	11.89	17.83	21.90	32.85				
48" x 24" .100	35.91	53.86	41.57	62.35	68.27	102.40				
48" x 48" .125	86.23	129.34	99.03	148.54	152.43	228.64				
4'x 8' .125	172.16	258.24	~~173.78~~ 197.76	~~Hm 185.62~~ 296.64	304.64	456.96				
55) Speed Limit										
18" x 24" - 10-40 MPH (depending on specs)	9.49		11.89		21.90					
24" x 30"- 10-40 MPH (depending on specs)	15.72		19.72		36.41					
56) Stop Ahead (Symbols & words)										
24" x 24"	15.24		20.19		35.41					
30" x 30"	22.47		30.20		54.03					
36" x 36" .100	43.53		54.65		89.01					
57) Stop Signs										
18" x 18"	8.23		10.03		17.54					
24" x 24"	12.27		15.47		28.82					

NO BID

OPENED

9:52

1-12-2011

Witnessed

Item	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
30" x 30"	18.23	23.23	44.09			NO BID		
36" x 36" .100	38.06	45.26	75.30					
48" x 48" .125 Hm	~~86.23~~ ~~84.52~~	99.03	~~150.72~~ Hm	152.43				
58) Stop Stencil (separate letters & one stencil) NO BID #58				letters	stencil			
36" x 36" NO BID								
59) Street Name Signs (legend to be on one or both sides)								
6" x 18"	9.19/12.07	12.70/18.35	21.44/34.40					
6" x 24"	9.19/12.07	12.70/18.35	21.44/34.40					
6" x 30"	9.19/12.07	12.70/18.35	21.44/34.40					
6" x 36"	9.19/12.09	12.70/18.35	21.44/34.40					
60) Supplemental Plaques								
12" x 6"	2.27	2.67	4.34					
61) "T" Intersection								
24" x 24"	12.63	15.83	29.18					
30" x 30"	18.95	23.95	44.81					
36" x 36" .100	39.20	46.40	76.44					
62) Tire Area								
18" x 24"	9.49	11.89	21.90					
63) Traffic Signs								
9" x 12"	3.40	4.00	6.50					
18" x 12"	5.09	6.29	11.29					
18" x 24"	9.49	11.89	21.90					
24" x 18"	9.49	11.89	21.90					
24" x 24"	12.63	15.83	29.18					
24" x 30"	15.72	19.72	36.41					
24" x 36"	18.13	22.93	42.96					
30" x 30"	18.95	23.95	44.81					
30" x 36" .100	32.97	38.97	64.00					
36" x 12"	9.49	11.89	21.90					

OPENED
9:52
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24" .100	35.91	41.57	68.27				
48" x 48" .125	86.23	99.03	152.43				
64) Trash Area							
18" x 24"	9.49	11.89	21.90				
65) Truck Crossing							
36" x 36" .100	39.20	46.40	76.44				
48" x 48" .125	86.23	99.03	152.43				
30" x 30"	18.95	23.95	44.81				
66) Warning Signs							
9" x 12"	3.40	4.00	6.50				
18" x 12"	5.09	6.29	11.29				
24" x 18"	9.49	11.89	21.90				
24" x 24"	12.63	15.83	29.18				
24" x 30"	15.72	19.72	36.41				
24" x 36"	18.13	22.93	42.96				
30" x 30"	18.95	23.95	44.81				
36" x 12"	9.49	11.89	21.90				
36" x 36" .100	39.20	46.40	76.44				
48" x 24" .100	35.91	41.57	68.27				
48" x 48" .125	~~84.53~~ 86.23	99.03	152.43				
67) Water on Bridge							
30" x 30"	18.95	23.95	44.81				
48" x 48" .125	~~84.52~~ 86.23	99.03	152.43				
68) Yield Sign							
30" x 30" x 30"	9.91	12.47	23.15				
36" x 36" x 36"	12.58	15.85	29.54				
69) Y Intersection							
30" x 30"	18.95	23.95	44.81				
70) Your Trash Must Be Secure At All Times							
18" x 24"	9.49	11.89	21.90				

NO BID

OPENED
9:52
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
71) 3" Center Pavement Reflectors-(ceramic) NO BID #71							
Amber	NO BID						
Clear							
Red or white							
72) 4" Center Pavement Reflectors-(ceramic) NO BID #72							
Amber	NO BID						
Clear							
Red or white							
73) Brackets & Caps							
Aluminum Brackets for 6" & 9"							
Cross Brackets				2" 3.60 · 3" 3.60 ·			
Round Post Bracket				2" 3.92 · 3" 5.06 ·			
U Post Brackets				2" 3.60 · 3" 3.60 ·			
90° Bracket for 4 Way Assembly (all types& size post & sign height)				NO BID			
45° / 180° Bracket for 4 Way Assembly (all types & size post & sign height)				NO BID			
Post Cap for U Channel Posts				3.60 ·			
Post Cap for 2" & 3" Posts				3.92/5.06 ·			
Post Cap - 1 3/4 Sq Post for Flat Assy				4.39 ·			
3" Post Caps (standard 3" pipe)				5.06 ·			
Post Dome caps (standard 3" pipe)				NO BID			
Wing Bracket -All Sign Plates				NO BID			
Standard 16" Wing Bracket				4.59 ·			
Heavy Duty 24" Wing Bracket				14.04 ·			
74) Barricades	No BID #74						
A-Frame 30" Tall x 6' Wide -All Plastic Frame (single or double faced)	S/F D/F: NO BID	S/F D/F	S/F D/F				

OPENED 9:52 1-12-2011 Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
8' Type III Orange or Red/White Type A & C (double faced)							
Type III -Barricades - 10' (double faced-sheeting 1 or 2 sides)							
Barricade Marker 24" x 24"							
Barricade Flasher Lights							
Barricade Lights							
75) Panels NO BID #75 NO BID							
96" x 8" Reflective 1" Thick Orange/White							
76) Type I and III NO BID #76 NO BID				Type 1 / Type III			
End of Road				8' / 10' / 12'			
77) Barrel Tape (white, red or yellow) NO BID #77							
2" x 50 Yards NO BID							
4" x 50 Yards							
6" x 50 Yards							
78) Barricade Tape NO BID #78							
Reflective, General Purpose Tape -Red, White, Yellow (Rolls) NO BID				1" x 30" yd. / 2" x 30" yd. / 3" x 30" yd			
79) Type A & C Orange Left/Right-Type 111 NO BID #79							
8" x 50 yd. NO BID							
8" x 100 yd.							
80) Flexible Road Marker NO BID #80							
62" White Road Marker w/ Wt. Reflector Sheeting							
62" White Road Marker w/ Yellow Reflector Sheeting NO BID							
Jiggle Bars 6" x 34"							
81) Barrier Fence & Tape NO BID #81							
Temporary Barrier Fence							
Temporary Barrier Fencing Roll NO BID							

OPENED 9:52 1-12-2011 Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System	NO BID						
Industrial Grade Mil Barrier Tape							
82) Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base				4.45			
28" Plain, Bright Orange Top, Black Base				7.39			
36" Plain, Bright Orange Top, Black Base				17.17			
28" Orange/Red Glow				NO BID			
28" With Reflective Collars				13.19			
11 ½" x 16" Decals	8.58	12.42	18.92				
Chevrons 18" x 24"	9.49	11.89	21.90				
83) Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle 100	35.91	41.57	68.27				
Municipal Emblems (Pressure Sensitive)				NO BID			
84) Object Markers Reflective							
6" x 24"	4.34	5.14	8.48				
10" x 30"	7.17	8.84	15.79				
12" x 36"	9.49	11.89	21.90				
6' Delineator Posts (Flexible)				NO BID		OPENED	
Plastic Delineators (Stand Alone)				NO BID			9:52
6" x 12" Bridge Markers	2.21	2.61	4.28				1-12-2011
End of Roadway Markers / Button Delineators 18" x 18"	14.41	16.46	24.48			Witnessed	
Round Plastic Reflector - Red				.57			
Round Plastic Reflectors Amber				.57			
Rectangular Reflectors 3" x 8" Type A & C				NO BID			
85) Safety Flags	NO BID			NO BID #85			

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Fluorescent w/ Stiffener 16" x 16"							
18" x 18"							
24" Safety Flags							
86) Folding Signs	NO BID NO BID #86						
24" x 24" Binder Signs (Folding Signs)							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							
8" x 10" Upright Sign Post							
Quad Stands for Roll Up Mesh Sign							
30" x 30" Roll Up Mesh Stop/ Slow Paddle (Folding Signs)							
87) Stub Post	NO BID NO BID #87						
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Square. Post							
88) Sign Assembly Hardware	NO BID NO BID #88						
Locknuts							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
1/4" Screws for Brackets (Blade Holders)							
Screw Set (vandal proof)							
89) U Channel	NO BID NO BID #89						
12' x 3" Heavy Gauge (Green)							
U Shape Galvanized				10 ft. / 12 Ft.			
Safety Splice U Channel Sign Post System							
90) Dome Drums	NO BID NO BID #90						
Super Dome Drums							

OPENED
9:52
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Molded Rubber Base							
Blue Net Sheeting 15"							
4" Transfer Tape							
91) Speed Bumps NO BID NOBID #91							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
6' Speed Bump – Yellow & Black (plastic)							
92) EPOXY NO BID NO BID #92							
1 gal. Epoxy Kit							
5 gal. Epoxy Kit							
Epoxy Pads							
Epoxy Quick Sticks							
93) MISC. NO BID NO BID #93							
Slow Moving Vehicle - 040 Aluminum							
Slow Moving Vehicle - Decal (Triangle)							
Keep Back 500 Feet 33" x 3" Reflective							
Tape Caution Buried Electrical Lines							
8' x 4' MDO Specialty Sign							
6" x 50 yds Roll of Engineer Grade Vinyl							
6" x 50 yds Roll of High Intensity Prismatic							
Post Driver							
18" Double Faced Hand Paddles							

OPENED
9:52
1-12-2011
Witnessed

Estimated Delivery Time for Standard (In-Stock) signs: 3-5

Estimated Delivery Time for Non-Standard (Not-In Stock) - Small orders: 21 Large orders: 30

EXHIBIT "C"
INSURANCE REQUIREMENTS

Client#: 6500 CUSTO6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Regions Insurance, Inc.
1020 Highland Colony Parkway
Suite 302
Ridgeland, MS 39157

JAN 4 2012

CONTACT NAME:
PHONE (A/C, No, Ext): 601 790-8500 FAX (A/C, No): 601-790-8558
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Co.	13021
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C : Companion Commercial Ins. Co.	10794
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Custom Products Corporation
Post Office Box 54091
Jackson, MS 39288

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	60318463	01/02/2012	01/02/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X PD Ded:5,000						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY	X	X	60318463	01/02/2012	01/02/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	EUO1353155045	01/02/2012	01/02/2013	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	X	CWC36220180106	01/02/2012	01/02/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Additional Insured on General Liability policy as required by written contract

CERTIFICATE HOLDER

The County of Hidalgo,
Purchasing Department
100 E. Cano, 4th Floor, Adm Bldg
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William L Painter

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.II W

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 7, 2012

Pathmark Traffic Products Of Texas
Attn: Jose Perez
P.O. Box 1066
San Marco, Texas 78667

Via Email: sales@pathmark.net

Re: Extension Of Service Contract No: C-11-027B-03-28
"Traffic Road Signs & Miscellaneous Equipment"

Dear Mr. Perez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 13, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 3-9-12

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-11-027B-03-28

THIS AGREEMENT (the "Agreement") is entered into as of the **March 28, 2011** by and between **Pathmark Traffic Products of Texas, Inc.** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment,"** in the areas of Hidalgo County projects for a period of one (1) year commencing **April 21, 2011** and ending **April 20, 2012** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Pathmark Traffic Products Of Texas, Inc.
Attn: Jose Perez, General Manager
PO Box 1066
San Marco, Texas 78667

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination. .** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute

such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** 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 coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **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 sixty (60) 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).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3/28/11 RD

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Pathmark Traffic Products Of Texas, Inc.

By: _____

Printed Name: Jose Perez

Title: Vice President

Date: 5-2-11

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: **March 28, 2011**

EXHIBIT "B"
PAYMENT SCHEDULE

Bidder/Company Name: PATHMARK TRAFFIC PRODUCTS OF TEXAS INC

Address: P.O. BOX 1066

City/State/Zip Code: SAN MARCOS TX 78667

Phone /Cellular No.: 1 800 547 0374 Cellular No: — Fax No.: 1 800 352 2052

E-Mail Address: sales@pathmark.net

Authorized Signature: [signature]

Printed Name: JOSE PEREZ

Title: G.M.

Date: 1-10-11

PATHMARK TRAFFIC PRODUCTS
AWARDED ITEMS

Category A-New

		Reflect	Hi-Intens	Grade-D
14) Roll Up Mesh	36"x36"	33.75		
	48"x48"	42.00		
15) Const. Zone Signs	24"x12"			14.10
		SF/DF	SF/DF	SF/DF
16) Custon Message	18"x24"			/31.00
	36"x36"		/64.00	/100.00
21) Flour. Yell/Green	48"x48"	77.60	91.00	
23) Handicap Unlimited	12"x9"			6.29
	12"x24"			14.10
25) Handicap Stencil	44"x38"	110.00		
28) Interlocal sign-1 side	4"x8"	160.00		288.00
2 side	4"x8"	215.00		
39) Pavement Ends	30"x30"			36.80
49) Signs & Blanks	6"x18"	2.96		
	6"x24"	3.98		
	6"x30"	4.98		
	6"x36"	5.98		
	30"x30"	17.30		
		SF/DF	SF/DF	SF/DF
54) Specialities Signs	36"x36"	/43.00	/55.00	/89.00
	48"x24"	/48.00	/60.60	/100.00
	48"x48"	77.60/89.60	91.20/105.00	147.20/187.00
	4'x8'	160.00/190.00	192.00/250.00	294.00/395.00
57) Stop Signs	30"x30"	36.46	41.63	
	48"x48"	65.00	74.00	137.60
59) Str Names (legend 1-2 sides)				
	6"x18'	5.35/7.67	6.99/8.99	8.60/13.85
	6"x24"	7.13/10.22	8.21/11.98	11.46/18.46
	6"x30"	8.91/12.78	10.27/14.98	14.33/23.08
	6"x36"		12.32/17.98	17.20/27.69

CATEGORY C-NO BIDS

Category B- Accessories

58) Stop Stencil				25.00
36"x36"				75.00
73) Brackets & Caps				
Cross Brackets 3"				3.78
Round Post Bracket 3"				5.25
U Post Brackets 3"				5.25
	Reflect.	Hi-Intens	D-Grade	
74) Barricades				
A frame 30"ht/6' w	SF or DF	SF or DF	SF or DF	
plastic frame	45.00/52.00	55.00/62.00		
8' Type III Orange / Red/white	DF	DF		
sheeting Type A & C	175.00	195.00		
10' Type III Barricade	DF	DF		
sheeting 1 or 2 sides	195.00	225.00		
75) Panels				
96 x 8 Reflect 1" thick	25.00	35.00		
orange/white				
77) Barrel Tape white red/yellow				
2"x50 yds	26.00	52.00		
4"x50 yds	52.00	104.00		
6"x50 yds	78.00	156.00		
79) Type A & C Orange Left-Right Type III				
8"x50 yd	105.00	205.00		
8"x100 yd	210.00	410.00		
82) Cones (Traffic)				
36" Plain Bright orange top/blk base				12.80
Chevrons 18"x24"				21.00
84) Object Markers				
6" Delineator Posts flex				7.60
Rectanglular Reflec. 3"x8" Type A & C	3.95			
85) Safety Flags				
Fluor. w/ stiffener 18"x18"				3.95 n/r
86) Folding signs				
Quad stands for roll up Mesh sign		135.00		
87) Stub Post				
Tubular Post 8"			16g	13.46
Tubular Post 10"			16g	16.85
Tubular Post 12"			16g	20.19
88) Sign Assy Hardware				
Locknuts				0.10
1/4" Bolts 2"				0.35
1/4 " screws -bracket (blade holders)				0.20
Screw set vandle proof				0.39
89) U Channel				
12"x3" hvy gauge-green			2#/LF	18.59
U shape galvanized 10'				18.58
12'				22.30
Safety splice U channel Sign Post system				12.00
90) Dome Drums				
Super dome drums	40.00 top			
Molded rubber base			40#	35.00
92) Epoxy				
1 Gal. Epoxy kit				95.00
5 Gal. Epoxy kit				425.00
Epoxy Pads			8"x8"	0.95
Epoxy Quick Sticks				5.00
93) Misc.				
8'x4' MDO Specialty sign	160.00			
6"x50 yds roll-EG vinyl				78.00
6"x50 yds roll-HIP vinyl				150.00

Pathmark Traffic Product
OPENED

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources)
TRAFFIC ROAD SIGNS AND MISC. EQUIPMENT
RFB NO: 2011-027-01-12-SGS

Witnessed

BID PAGE(S)

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards.

Legends on signs will be on one or two sides: reflective grade will vary by dept.

Bid Prices are on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective E/G	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
1) 3 Way							
12" x 6"	4.18	5.29	6.69		NO BID		
2) 4 Way							
12" x 6"	4.18	5.29	6.69		NO	BID	
24" x 18"	14.55	17.10	27.60		NO	BID	
3) A/C And Refrigeration							
18" x 24"	14.55	17.10	27.60		NO	BID	
4) All Way							
18" x 6"	6.98	7.98	10.29		NO	BID	
5) Arrow Signs							
48" x 24"	39.00	46.40	74.40		NO	BID	
20" x 8"	9.00	11.00	16.70		"	"	
15" x 8"	8.80	10.80	16.50		"	"	
6) Bridge Closed							
36"x 36"	43.65	51.30	82.80		NO	BID	
48" x 48"	77.60	91.20	147.20		"	"	
30" x 30"	30.31	35.63	57.50		"	"	
48" x 30"	49.00	57.00	92.00		"	"	
7) Bridge Out							
30" x 30"	30.31	35.63	57.50		NO	BID	
8) Brush Area							
18" x 24"	14.55	17.10	27.60		NO	BID	

OPENED
01:49
1-12-20
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
9) Cable/ Utility Warning Signs							
9" x 3"	NO	BID			NO	BID	
12" x 3 ½"							
12" x 9"	4.85	5.70	9.20				
10) Caution							
18" x 24"	14.55	17.10	27.60		NO	BID	
30" x 30"	30.31	35.63	57.50		↓	↓	
11) Children At Play							
24" x 30"	24.25	28.50	46.00		NO	BID	
18" x 24"	14.55	17.10	27.60		↓	↓	
12) Curve: Right or Left Curve Ahead							
24" x 24"	19.40	22.80	36.80		NO	BID	
30" x 30"	30.31	35.63	57.50		↓	↓	
30" x 36"	36.38	42.75	69.00				
13) Construction Zone Warning Signs (Orange background w/black copy)							
18" x 18"	11.13	13.16	20.98		NO	BID	
24" x 24"	19.40	22.80	36.80		↓	↓	
30" x 30"	30.31	35.63	57.50				
36" x 36"	43.65	51.30	82.80				
48" x 48"	77.60	91.20	147.20				
14) Roll-up Mesh Signs Legends needed for Roll -Up Mesh Signs (including rib w/ orange background) will be as followed, but not limited to: (i.e. Road Construction Ahead, Mowers Ahead; Right Lane Closed Ahead; Men Working Ahead , Right & Left Lane Closed Ahead)							
18" x 18"	NO	BID					
24" x 24"							
30" x 30"	NO	BID					
36" x 36"	33.75						
48" x 48"	42.00						
15) Construction Zone Signs & Supplemental Signs (Orange background w/black copy)							
12" x 18"	7.42	8.77	13.95				

OPENED
9:49
1-12-2021
Witnessed

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
24" x 12"	9.90		11.60		14.10			NO		BID
18" x 24"	14.55		17.10		27.60					
24" x 18"	14.55		17.10		27.60					
30" x 24"	24.25		28.50		46.00					
30" x 30"	30.31		35.63		57.50					
48" x 18"	25.10		34.20		55.20					
48" x 24"	39.00		46.40		74.40					
48" x 30"	49.00		57.00		92.00					
16) Custom Message (legend on one or both sides, one color - reflective grade will vary)	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F double faced)			
9" x 30"	9.50	13.50	10.80	15.80	17.50	24.00				
12" x 18"	7.20	9.50	14.50	17.50	19.00	26.00				
18" x 24"	14.55	18.00	22.00	26.00	24.00	31.00				
36" x 36"	43.65	54.00	51.30	64.00	82.80	100.00				
17) Dead End										
30" x 30"	30.31		35.63		57.50		NO		BID	
24" x 24"	19.40		22.80		36.80		↳		↳	
18) Detour										
30" x 24"	24.25		28.50		46.00		NO		BID	
19) Dip										
30" x 30"	30.31		35.63		57.50		NO		BID	
36" x 36"	43.65		51.30		82.80		NO		BID	
20) Double Arrow										
48" x 24"	39.00		46.40		74.40		NO		BID	
21) Fluorescent Yellow Green Safety										
24" x 18"	NO		BID		32.00		NO		BID	
24" x 24"	↓		↓		44.00		↓		↓	
30" x 30"					66.00					
36" x 36"	↓		↓		99.00		↓		↓	

OPENED
9:49
1-12-22
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective BG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 48"	72.60	91.20	147.20	NO	BID		
22) Fresh Oil							
24" x 24"	19.40	22.80	36.80	NO	BID		
23) Handicap unlimited wording & symbols (blue & white)							
12" x 6"	3.29	4.29	5.39	NO	BID		
12" x 9"	3.69	4.89	6.29	↓	↓	↓	
12" x 12"	5.59	6.49	9.99				
12" x 18"	7.35	8.78	14.10				
12" x 24"	9.90	11.60	14.10				
18" x 18"	11.13	13.16	20.98				
18" x 24"	14.55	17.10	27.60				
24) Handicap X-ing							
12" x 18"	7.35	8.78	14.10	NO	BID		
18" x 24"	14.55	17.10	27.60	↓	↓	↓	
24" x 30	24.25	28.50	46.00				
30' x 30'	30.31	35.63	57.50				
36" x 36"	43.65	51.30	82.80				
48" x 48"	72.60	91.20	147.20				
25) Handicap Stencil							
18" x 12"	NO	BID					
32" x 24"							
36"x 36"	NO	BID					
44" x 38"	110.00						
48" Handicap Stencil	NO	BID					
26) Arrow Sign							
21" x 12" pointing down right or left	14.55	17.10	27.60				
27) Ice on Bridge							
30" x 30"	30.31	35.63	57.50	NO	BID		
28) Inter-local/ Project Signs							

OPENED
9:49
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" x 8" Plywood one side only	160.00	208.00	288.00	NO		BID	
4" x 8" Plywood double sided	215.00	320.00	470.00	NO		BID	
29) Office & Shop Signs (Facility)	NO		BID	NO		BID	
30) Keep Back 25 Feet							
12" x 9"	4.85	5.70	9.20	NO		BID	
31) Left to Right Marker Bridge							
12" x 36"	14.55	17.10	27.60	NO		BID	
18" x 24"	14.55	17.10	27.60	NO		BID	
32) Mattress							
18" x 24"	14.55	17.10	27.60	NO		BID	
33) Men Working							
24" x 24"	19.40	22.80	36.80	NO		BID	
34) Metal Area							
18" x 24"	14.55	17.10	27.40	NO		BID	
35) Mowers Ahead							
36" x 36"	43.66	51.30	82.80	NO		BID	
48" x 48"	72.60	91.20	147.20	NO		BID	
36) Narrow Bridge							
24" x 24"	19.40	22.80	36.80	NO		BID	
30" x 30"	30.31	35.63	57.50	NO		BID	
37) Neighborhood Watch							
18" x 24"	14.55	17.10	27.60	NO		BID	
24" x 30"	24.25	28.50	46.00	NO		BID	
38) No Dumping							
18" x 24"	14.55	17.10	27.60	NO		BID	
24" x 30"	24.25	28.50	46.00	NO		BID	
60" x 30"	60.60	71.25	115.00	NO		BID	
39) Pavement Ends							
30" x 30"	30.31	35.63	36.80	NO		BID	

OPENED
9:49
1-12-2011
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
36" x 36"	43.66	51.30	82.80	NO	BID		
40) Pedestrians							
36" x 36"	43.66	51.30	82.80	NO	BID		
48" x 48"	72.60	91.20	147.20	↓		↓	
30" x 30"	30.31	35.63	57.50	↓		↓	
41) Public/ Private Parking Sign							
12" x 18"	7.35	8.78	14.10	NO	BID		
18" x 24"	14.55	17.10	27.60	NO	BID		
42) Right to Left Marker							
12" x 36"	14.55	17.10	27.60	NO	BID		
18" x 24"	14.55	17.10	27.60	NO	BID		
43) Road Closed to Thru Traffic							
60" x 30"	60.60	71.25	115.00	NO	BID		
48" x 30"	49.00	57.00	92.00	NO	BID		
44) Road Closed							
30" x 48"	49.00	57.00	92.00	NO	BID		
48" x 30"	49.00	57.00	92.00	↓	↓		
36" x 36"	43.66	51.30	82.80				
45) Road Construction Ahead							
30" x 30"	30.31	35.63	57.50	NO	BID		
36" x 36"	43.66	51.30	82.80	↓	↓		
48" x 48"	72.60	91.20	147.20				
46) Road Machinery Ahead							
30" x 30"	30.31	35.63	57.50	NO	BID		
36" x 36"	43.66	51.30	82.80	↓	↓		
48" x 48"	72.60	91.20	147.20				
47) School Ped X-ing							
30" x 30"	30.31	35.63	57.50	NO	BID		
36" x 36"	43.66	51.30	82.80	NO	BID		

OPENED
9:49
1-12-24
Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48) School Zone Signs & School Zone Signs (Cell Phone Use Prohibited Up To $ 200.00 Fine)							
24" x 8"	8.35	10.00	15.45	NO		BID	
24" x 10"	9.00	11.00	18.50				
18" x 24"	14.55	17.10	27.60				
24" x 18"	14.55	17.10	27.60				
24" x 24"	19.40	22.80	36.80				
24" x 30"	24.25	28.50	46.00				
24" x 48"	39.00	46.40	74.40				
30" x 30"	30.31	35.63	57.50				
48" x 48"	72.60	91.20	147.20				
36" x 36"	43.66	51.30	82.80				
49) Signs & Blanks							
6" x 18"	2.96			NO		BID	
6" x 24"	3.98						
6" x 30"	4.98						
6" x 36"	5.98						
30" x 30"	17.30						
50) Single Arrow							
30" x 36"	36.40	42.75	69.00	NO		BID	
48" x 24"	39.00	46.40	74.40	NO		BID	
51) Single Arrow Left/Right							
30" x 36"	36.40	42.75	69.00	NO		BID	
48" x 24"	39.00	46.40	74.40	NO		BID	
52) Slow							
24" x 24"	19.40	22.80	36.80	NO		BID	
30" x 30"	30.31	35.63	57.50				
36" x 36"	43.66	51.30	82.80				
53) Slow For Children							
24" x 30"	24.25	28.50	46.00	NO		BID	
18" x 24"	14.55	17.10	27.60	NO		BID	

OPENED
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Witnessed

Item	Category A- New						Category B- Accessories	Category C- Re-facing of Signs		
	Reflective BG		High Intensity		Diamond Grade			Reflective	High Intensity	Diamond Grade
54) Specialties Signs	S/F	D/F	S/F	D/F	S/F	D/F	S/F (single faced) or D/F (double faced)			
2" x 16"		NO		BID			→		→	
6" x 12"	3.98	4.98	4.98	5.98	6.98	8.50	NO		BID	
12" x 9"	4.85	6.10	5.70	6.90	9.20	12.20	↓		↓	
12" x 18"	7.20	9.00	14.50	17.50	19.00	26.00				
18" x 24"	14.55	19.55	17.10	24.10	27.60	42.00				
24" x 24"	19.40	25.40	22.80	29.80	36.80	52.80				
24" x 36"	29.10	34.10	34.20	41.20	55.20	70.20				
30" x 24"	24.25	29.25	28.50	35.50	46.00	63.00				
30" x 30"	30.31	35.31	35.63	45.63	57.50	77.50				
30"x 36"	36.00	43.00	45.00	55.00	69.00	83.00				
36" x 12"	14.55	19.55	17.10	24.10	27.60	42.00				
48" x 24"	38.80	48.00	45.60	60.60	73.60	100.00				
48" x 48"	77.60	89.60	91.20	105.00	147.20	187.00				
4'x 8'	160.00	190.00	192.00	250.00	294.00	395.00				
55) Speed Limit										
18" x 24" - 10-40 MPH (depending on specs)	14.55		17.10		27.60		NO		BID	
24" x 30"- 10-40 MPH (depending on specs)	24.25		28.50		46.00		NO		BID	
56) Stop Ahead (Symbols & words)										
24" x 24"	21.40		24.80		38.80		NO		BID	
30" x 30"	32.31		37.63		59.50		↓		↓	
36" x 36"	45.66		53.30		83.80					
57) Stop Signs										
18" x 18"	12.98		16.98		26.00		NO		BID	
24" x 24"	15.62		21.25		41.25		NO		BID	

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Item	Category A- New			Category B- Accessories		Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade			Reflective	High Intensity	Diamond Grade
30" x 30"	25.45	28.91	53.75			NO	BID	
36" x 36"	36.46	41.63	77.40			↓	↓	
48" x 48"	65.00	74.00	137.60					
58) Stop Stencil (separate letters & one stencil)				letters	stencil			
36" x 36" Duro 1/16"				25.00	75.00			
59) Street Name Signs (legend to be on one or both sides)						2 sided		
6" x 18"	5.35	6.99	8.60			7.67	8.99	13.85
6" x 24"	7.13	8.21	11.46			10.22	11.98	18.46
6" x 30"	8.91	10.27	14.33			12.78	14.98	23.08
6" x 36"	10.69	12.32	17.20			15.33	17.98	27.69
60) Supplemental Plaques								
12" x 6"	3.98	4.98	6.98			NO	BID	
61) "T" Intersection								
24" x 24"	18.98	24.98	36.98			NO	BID	
30" x 30"	30.31	35.63	57.50			↓	↓	
36" x 36"	43.66	51.30	82.80					
62) Tire Area								
18" x 24"	14.55	17.10	27.60			NO	BID	
63) Traffic Signs								
9" x 12"	4.85	5.70	9.20			NO	BID	
18" x 12"	7.35	8.78	14.10					
18" x 24"	14.55	17.10	27.60					
24" x 18"	14.55	17.10	27.60					
24" x 24"	19.40	22.80	36.80					
24" x 30"	24.25	28.50	46.00					
24" x 36"	29.10	34.20	55.20					
30" x 30"	30.31	35.63	57.50					
30" x 36"	36.38	42.75	69.00					
36" x 12"	14.55	17.10	27.60					

OPENED
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Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24"	39.00	46.40	74.40	NO		BID	
48" x 48"	72.60	91.20	147.20				
64) Trash Area							
18" x 24"	14.55	17.10	27.60	NO		BID	
65) Truck Crossing							
36" x 36"	43.65	51.30	82.80	NO		BID	
48" x 48"	72.40	91.20	147.20				
30" x 30"	30.31	35.63	57.50				
66) Warning Signs							
9" x 12"	4.85	5.95	6.98	NO		BID	
18" x 12"	7.35	8.78	14.10				
24" x 18"	14.55	17.10	27.60				
24" x 24"	19.40	22.80	36.80				
24" x 30"	24.25	28.50	46.00				
24" x 36"	29.10	34.20	55.20				
30" x 30"	30.31	35.63	57.50				
36" x 12"	14.55	17.10	27.60				
36" x 36"	43.66	51.30	82.80				
48" x 24"	39.00	46.40	74.40				
48" x 48"	72.60	91.20	147.20				
67) Water on Bridge							
30" x 30"	30.31	35.63	57.50	NO		BID	
48" x 48"	72.60	91.20	147.20	NO		BID	
68) Yield Sign							
30" x 30" x 30"	13.49	16.32	41.00	NO		BID	
36" x 36" x 36"	19.10	21.37	48.00	NO		BID	
69) Y Intersection							
30" x 30"	30.31	35.63	57.50	NO		BID	
70) Your Trash Must Be Secure At All Times							
18" x 24"	14.55	17.10	27.60	NO		BID	

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Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
71) 3" Center Pavement Reflectors-(ceramic)							
Amber	NO			BID			
Clear							
Red or white							
72) 4" Center Pavement Reflectors-(ceramic)							
Amber	3.95						
Clear	3.95						
Red or white	4.50						
73) Brackets & Caps							
Aluminum Brackets for 6" & 9"							
Cross Brackets	3.79			2"			
				3"			
Round Post Bracket	3.99			2" 3.99			
				3" 5.25			
U Post Brackets	3.99			2" 3.99			
				3" 5.25			
90° Bracket for 4 Way Assembly (all types& size post & sign height)							
45° / 180° Bracket for 4 Way Assembly (all types & size post & sign height)							
Post Cap for U Channel Posts	3.99						
Post Cap for 2" & 3" Posts	2"- 3.99	3"- 5.25					
Post Cap - 1 3/4 Sq Post for Flat Assy	4.90						
3" Post Caps (standard 3" pipe)	5.25						
Post Dome caps (standard 3" pipe)	5.25						
Wing Bracket -All Sign Plates	NO	BID					
Standard 16" Wing Bracket	NO	BID					
Heavy Duty 24" Wing Bracket	NO	BID					
74) Barricades							

A-Frame 30" Tall x 6' Wide -All Plastic Frame (single or double faced) Non-Fillable	S/F	D/F	S/F	D/F	S/F	D/F
	45.00	52.00	55.00	62.00	NO	BID

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Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
8' Type III Orange or Red/White Type A & C (double faced)	175.00	195.00	NO BID				
Type III -Barricades - 10' (double faced-sheeting 1 or 2 sides)	195.00	225.00	↓				
Barricade Marker 24" x 24"	NO	BID					
Barricade Flasher Lights	17.00						
Barricade Lights	17.00						
75) Panels							
96" x 8" Reflective 1" Thick Orange/White	25.00	35.00	NO BID				
76) Type I and III				Type 1 / Type III			
End of Road				8' 195.00 10' 225.00 12' 255.00			
77) Barrel Tape (white, red or yellow)							
2" x 50 Yards	26.00	52.00	NO BID				
4" x 50 Yards	52.00	104.00	↓				
6" x 50 Yards	78.00	156.00					
78) Barricade Tape							
Reflective, General Purpose Tape -Red, White, Yellow (Rolls)				1" x 30" yd. 2" x 30" yd. NO BID 3" x 30" yd			
79) Type A & C Orange Left/Right-Type III							
8" x 50 yd.	105.00	205.00	NO BID				
8" x 100 yd.	210.00	410.00	NO BID				
80) Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting 349	13.95	14.95	16.95				
62" White Road Marker w/ Yellow Reflector Sheeting 349	13.95	14.95	16.95				
Jiggle Bars 6" x 34"	NO	BID					
81) Barrier Fence & Tape							
Temporary Barrier Fence	NO BID						
Temporary Barrier Fencing Roll 4'X100'	55.00						

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Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System	NO	BID					
Industrial Grade Mil Barrier Tape							
82) Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base	5.60						
28" Plain, Bright Orange Top, Black Base	7.95						
36" Plain, Bright Orange Top, Black Base	12.80						
28" Orange/Red Glow 7#	NO BID						
28" With Reflective Collars 7#	13.95						
11 ½" x 16" Decals	12.00						
Chevrons 18" x 24"	21.00						
83) Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)	NO BID						
84) Object Markers Reflective							
6" x 24"	11.00	15.00	25.00				
10" x 30"	14.10	17.10	27.60				
12" x 36"	14.10	17.10	27.60				
6' Delineator Posts (Flexible) 1.12#	7.60						
Plastic Delineators (Stand Alone)	NO BID						
6" x 12" Bridge Markers	3.95	5.95	10.95				
End of Roadway Markers / Button Delineators 18" x 18"	23.00	35.00	60.00				
Round Plastic Reflector - Red 3"	.75						
Round Plastic Reflectors Amber 3"	.75						
Rectangular Reflectors 3" x 8" Type A & C	3.95	5.95	10.95				
85) Safety Flags							

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Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Fluorescent w/ Stiffener 16" x 16"	NO	BID					
18" x 18" NR	3.95						
24" Safety Flags							
86) Folding Signs							
24" x 24" Binder Signs (Folding Signs)	NO	BID					
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand	↓	↓					
8" x 10" Upright Sign Post	↓						
Quad Stands for Roll Up Mesh Sign		135.00					
30" x 30" Roll Up Mesh Stop/ Slow Paddle (Folding Signs)		140.00					
87) Stub Post							
Tubular Post 8' 16g	13.44						
Tubular Post 10' 16g	16.85						
Tubular Post 12' 16g	20.19						
Square. Post 1.75 x 14g							
88) Sign Assembly Hardware							
Locknuts	.10						
Anti-Theft Bolts	.65						
5/16 Bolts 21/2" x 3"	.45						
1/4 Bolts 2"	.35						
1/4" Screws for Brackets (Blade Holders)	.20						
Screw Set (vandal proof)	.39						
89) U Channel							
12' x 3" Heavy Gauge (Green) 2#/LF	18.59						
U Shape Galvanized				10 ft. 18.58 12 Ft. 22.30			
Safety Splice U Channel Sign Post System	12.00						
90) Dome Drums							
Super Dome Drums TOP ONLY	40.00	45.00	NO BID				

OPENED 9:49 1-12-2011 Witnessed

Item	Category A- New			Category B- Accessories	Category C- Re-facing of Signs		
	Reflective EG	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Molded Rubber Base 40#	35.00						
Blue Net Sheeting 15"	NO	BID					
4" Transfer Tape	16.00						
91) Speed Bumps							
6' Speed Bump (Plastic)	125.00						
9' Speed Bump (Plastic)	205.00						
6' Speed Bump – Yellow & Black (plastic)	255.00						
92) EPOXY							
1 gal. Epoxy Kit	95.00						
5 gal. Epoxy Kit	425.00						
Epoxy Pads #10314 Bitumin	.95						
Epoxy Quick Sticks 8"x3"	5.00						
93) MISC.							
Slow Moving Vehicle - 040 Aluminum	25.00	30.00					
Slow Moving Vehicle - Decal (Triangle)	25.00	30.00					
Keep Back 500 Feet 33" x 3" Reflective	NO	BID					
Tape Caution Buried Electrical Lines	NO	BID					
8' x 4' MDO Specialty Sign	160.00	224	352.00				
6" x 50 yds Roll of Engineer Grade Vinyl	78.00						
6" x 50 yds Roll of High Intensity Prismatic	150.00						
Post Driver MANUAL	395.00						
18" Double Faced Hand Paddles	30.00	45.00	NO BID				

OPENED
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1-12-2011
Witnessed

Estimated Delivery Time for Standard (In-Stock) signs: 3-5 Days

Estimated Delivery Time for Non-Standard (Not-In Stock) - Small orders: 14-21 Days Large orders: 21-28 Days

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/08/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Glenn Wier
2575 S. IH 35, Suite 101
San Marcos, TX 78666

CONTACT NAME: Glenn Wier
PHONE (A/C, No, Ext): 512-392-6601 FAX (A/C, No): 512-396-4404
E-MAIL ADDRESS: glenn.wier.gyy4@statefarm.com
PRODUCER CUSTOMER ID #:

INSURED
Pathmark Traffic Products of Texas, Inc
PO Box 1066
San Marcos, TX 78667

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C : State Farm Lloyds	43419
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	Y	Y	90-KE-6784-0	10/18/2011	10/18/2012	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	[ ] ANY AUTO	Y	Y	033-3862-C13-53	03/13/2012	09/13/2012	BODILY INJURY (Per person)	$	
	[X] ALL OWNED AUTOS			069-6881-B19-53	02/13/2012	08/13/2012	BODILY INJURY (Per accident)	$	
	[ ] SCHEDULED AUTOS			124-7200-F28-53	12/28/2011	06/28/2012	PROPERTY DAMAGE (Per accident)	$	
	[ ] HIRED AUTOS							$	
	[ ] NON-OWNED AUTOS							$	
B	[X] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	Y	Y	90-LS-4570-9	09/14/2011	09/14/2012	AGGREGATE	$	1,000,000
	[ ] DEDUCTIBLE							$	
	[ ] RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[X] WC STATU-TORY LIMITS [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A	Y	90-BF-F083-6	09/01/2011	09/01/2012	E.L. EACH ACCIDENT	$	500,000
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
		[ ]	[ ]						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
4435 Hunter Rd San Marcos, TX 78666

CERTIFICATE HOLDER
HIDALGO COUNTY PURCHASING DEPARTMENT
2812 SOUTH BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Glenn Wier

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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
2-1100-419-40-220-001-0-613	FACILITIES MGMT-SAFETY SUPPLIES	5,000.00	300.00	427.79	427.79	4,272.21	14.56
2-1100-419-40-220-001-0-679	FACILITIES MGMT-OTHER R&M SUPPLIES	15,000.00	5,702.83	1,945.85	1,945.85	7,351.32	50.99
2-1100-421-00-280-001-0-613	SHERIFF-SAFETY SUPPLIES	14,000.00	.00	216.28	216.28	13,783.72	1.54
2-1100-421-00-280-001-0-679	SHERIFF-OTHER R&M SUPPLIES	7,000.00	50.00	298.14	298.14	6,651.86	4.97
2-1100-423-21-280-002-0-613	JAIL-SAFETY SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
2-1100-423-21-280-002-0-679	JAIL-OTHER R&M SUPPLIES	5,000.00	363.60	861.76	861.76	3,774.64	24.51
2-1100-432-00-121-001-0-613	PCT1 SANITATION-SAFETY SUPPLIES	4,000.00	1,032.90	316.72	316.72	2,650.38	33.74
2-1100-432-00-121-001-0-679	PCT1 SANITATION-OTHER R&M SUPPLIES	6,690.00	1,001.62	3,223.84	3,223.84	2,464.54	63.16
2-1100-432-00-122-001-0-613	PCT2 SANITATION-SAFETY SUPPLIES	280.10	.00	.00	.00	280.10	.00
2-1100-432-00-123-001-0-613	PCT3 SANITATION-SAFETY SUPPLIES	2,500.00	.00	.00	.00	2,500.00	.00
2-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	30,515.45	30,000.00	515.45	515.45	.00	100.00
2-1100-432-00-123-001-0-679	PCT3 SANITATION-OTHER R&M SUPPLIES	5,000.00	270.27	665.85	665.85	4,063.88	18.72
2-1100-432-00-124-001-0-613	PCT4 SANITATION-SAFETY SUPPLIES	500.00	.00	.00	.00	500.00	.00
2-1100-452-00-121-013-0-613	PCT1 PARKS-SAFETY SUPPLIES	3,500.00	435.08	1,117.52	1,117.52	1,947.40	44.36
2-1100-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	19,800.00	3,984.74	12,088.21	12,088.21	3,727.05	81.18
2-1100-452-00-122-008-0-613	PCT2 PARKS-SAFETY SUPPLIES	1,661.25	.00	.00	.00	1,661.25	.00
2-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	32,969.75	.00	.00	.00	32,969.75	.00
2-1100-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	11,074.98	4,876.18	81.80	81.80	6,117.00	44.77
2-1100-452-00-123-008-0-613	PCT3 PARKS-SAFETY SUPPLIES	1,000.00	.00	298.29	298.29	701.71	29.83
2-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	15,000.00	.00	.00	.00	15,000.00	.00
2-1100-452-00-123-008-0-679	PCT3 PARKS-OTHER R&M SUPPLIES	14,502.00	834.01	1,666.23	1,666.23	12,001.76	17.24
2-1100-452-00-124-009-0-613	PCT4 PARKS-SAFETY SUPPLIES	500.00	.00	.00	.00	500.00	.00
2-1100-466-00-121-050-0-613	PCT1 CRC-SAFETY SUPPLIES	100.00	.00	.00	.00	100.00	.00
2-1100-466-00-121-050-0-679	PCT1 CRC-OTHER R&M SUPPLIES	300.00	.00	220.00	220.00	80.00	73.33
2-1200-431-00-121-004-0-679	PCT1 ADM-OTHER R&M SUPPLIES	300.00	.00	.00	.00	300.00	.00
2-1200-431-00-121-005-0-613	PCT1 RD MAINT-SAFETY SUPPLIES	15,000.00	2,105.08	2,500.82	2,500.82	10,394.10	30.71
2-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	54,896.46	17,302.25	19,975.68	19,975.68	17,618.53	67.91
2-1200-431-00-121-005-0-679	PCT1 RD MAINT-OTHER R&M SUPPLIES	12,800.00	4,527.61	2,954.86	2,954.86	5,317.53	58.46
2-1200-431-00-122-004-0-613	CW MECH SHOP-SAFETY SUPPLIES	263.76	.00	.00	.00	263.76	.00
2-1200-431-00-122-004-0-679	CW MECH SHOP-OTHER R&M SUPPLIES	2,637.61	206.11	870.98	870.98	1,560.52	40.84
2-1200-431-00-122-005-0-613	PCT2 ADM-SAFETY SUPPLIES	65.49	.00	.00	.00	65.49	.00
2-1200-431-00-122-005-0-679	PCT2 ADM-OTHER R&M SUPPLIES	340.54	.00	.00	.00	340.54	.00
2-1200-431-00-122-006-0-613	PCT2 RD MAINT-SAFETY SUPPLIES	1,567.68	.00	.00	.00	1,567.68	.00
2-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	37,207.18	30,860.00	.00	.00	6,347.18	82.94

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1200-431-00-122-006-0-679	PCT2 RD MAINT-OTHER R&M SUPPLIES	8,958.17	895.02	5,250.67	5,250.67	2,812.48	68.60
2-1200-431-00-123-005-0-613	PCT3 RD MAINT-SAFETY SUPPLIES	6,000.00	66.24	920.58	920.58	5,013.18	16.45
2-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	55,395.34	22,849.77	12,337.17	12,337.17	20,208.40	63.52
2-1200-431-00-123-005-0-679	PCT3 RD MAINT-OTHER R&M SUPPLIES	19,395.99	2,819.61	3,250.70	3,250.70	13,325.68	31.30
2-1200-431-00-124-007-0-613	PCT4 RD MAINT-SAFETY SUPPLIES	30,000.00	2,478.79	6,953.93	6,953.93	20,567.28	31.44
2-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	32,728.69	22,300.48	8,273.21	8,273.21	2,155.00	93.42
2-1200-431-00-124-007-0-679	PCT4 RD MAINT-OTHER R&M SUPPLIES	28,000.00	1,264.66	16,027.19	16,027.19	10,708.15	61.76
2-1280-431-00-121-946-1-673	PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP	383.01	36.21	.00	.00	346.80	9.45
2-1280-431-00-121-947-1-673	PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE	25,290.82	.00	.00	.00	25,290.82	.00
2-1280-431-00-121-948-1-673	PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE	6,389.10	56.73	.00	.00	6,332.37	.89
2-1280-431-00-121-949-1-673	PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES	39,232.32	.00	.00	.00	39,232.32	.00
2-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	.00	.00	.00	27.98	.00
2-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	1,218.68	631.11	.00	.00	587.57	51.79
2-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	.00	.00	.00	39.66	.00
2-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	374.33	51.29	.00	.00	323.04	13.70
2-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	.00	.00	.00	11.14	.00
2-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	415.17	14.73	.00	.00	400.44	3.55
2-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
2-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	5,089.57	5,024.18	.00	.00	65.39	98.72
2-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	440.22	25.10	.00	.00	415.12	5.70
2-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	1,000.44	.00	.00	.00	100.00
2-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	202.51	36.89	.00	.00	165.62	18.22
2-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	.00	.00	.00	99.70	.00
2-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	125.17	52.40	.00	.00	72.77	41.86
2-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	.00	.00	.00	48.11	.00
2-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	.00	.00	.00	88.21	.00
2-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	.00	.00	.00	54.82	.00
2-1280-431-00-121-973-1-673	PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES	9,514.37	.00	.00	.00	9,514.37	.00
2-1280-431-00-121-974-1-673	PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI	2,681.03	.00	.00	.00	2,681.03	.00
2-1280-431-00-121-975-1-673	PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES	3,305.54	9.99	.00	.00	3,295.55	.30
2-1280-431-00-121-976-1-673	PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES	25,546.47	.00	.00	.00	25,546.47	.00
2-1280-431-00-121-977-1-673	PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP	28,295.77	.00	.00	.00	28,295.77	.00
2-1280-431-00-121-978-1-673	PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE	3,028.10	.00	.00	.00	3,028.10	.00
2-1280-431-00-121-979-1-673	PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP	51,344.38	.00	.00	.00	51,344.38	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1280-431-00-121-980-1-673	PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES	3,139.33	.00	.00	.00	3,139.33	.00
2-1280-431-00-121-981-1-673	PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES	57,843.11	.00	.00	.00	57,843.11	.00
2-1280-431-00-121-982-1-673	PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL	8,234.22	.00	.00	.00	8,234.22	.00
2-1280-431-00-121-983-1-673	PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S	19,382.50	.00	.00	.00	19,382.50	.00
2-1280-431-00-121-984-1-673	PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE	20,954.88	.00	.00	.00	20,954.88	.00
2-1280-431-00-121-985-1-673	PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES	7,597.36	.00	.00	.00	7,597.36	.00
2-1280-431-00-121-986-1-673	PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL	70,641.70	.00	.00	.00	70,641.70	.00
2-1280-431-00-121-987-1-673	PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL	23,307.71	.00	.00	.00	23,307.71	.00
2-1280-431-00-121-988-1-673	PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU	2,762.96	.00	.00	.00	2,762.96	.00
2-1280-431-00-121-989-1-673	PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE	6,257.73	62.88	.00	.00	6,194.85	1.00
2-1280-431-00-121-990-1-673	PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE	5,176.48	.00	.00	.00	5,176.48	.00
2-1280-431-00-121-991-1-673	PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI	19,825.43	.00	.00	.00	19,825.43	.00
2-1280-431-00-121-992-1-673	PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES	10,805.17	.00	.00	.00	10,805.17	.00
2-1280-431-00-121-993-1-673	PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP	4,998.57	.00	.00	.00	4,998.57	.00
2-1280-431-00-121-994-1-673	PCT1-46-0642-MILE 19N-R&B SUPPLIES	650.71	29.43	.00	.00	621.28	4.52
2-1280-431-00-121-995-1-673	PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES	34,554.36	.00	.00	.00	34,554.36	.00
2-1280-431-00-121-996-1-673	PCT1-46-0667-JUAREZ ST-R&B SUPPLIES	4,734.06	.00	.00	.00	4,734.06	.00
2-1280-431-00-121-997-1-673	PCT1-46-0668-MILE 17 N-R&B SUPPLIES	4,998.96	.00	.00	.00	4,998.96	.00
2-1280-431-00-121-998-1-673	PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES	2,523.89	53.22	.00	.00	2,470.67	2.11
2-1280-431-00-121-999-1-673	PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI	1,243.43	520.20	.00	.00	723.23	41.84
2-1280-431-00-122-983-1-673	PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP	8,446.69	.00	.00	.00	8,446.69	.00
2-1280-431-00-122-984-1-673	PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP	2,709.13	.00	.00	.00	2,709.13	.00
2-1280-431-00-122-985-1-673	PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE	2,040.10	.00	.00	.00	2,040.10	.00
2-1280-431-00-122-986-1-673	PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES	2,815.19	.00	.00	.00	2,815.19	.00
2-1280-431-00-122-987-1-673	PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP	3,167.17	.00	.00	.00	3,167.17	.00
2-1280-431-00-122-988-1-673	PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE	2,168.81	.00	.00	.00	2,168.81	.00
2-1280-431-00-123-952-0-673	PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES	5,301.00	.00	.00	.00	5,301.00	.00
2-1280-431-00-123-953-0-673	PCT3-37-0592-PALM DR-R&B R&M SUPLLIES	3,210.05	.00	.00	.00	3,210.05	.00
2-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	6,455.05	.00	.00	.00	6,455.05	.00
2-1280-431-00-123-955-0-673	PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP	3,197.95	.00	.00	.00	3,197.95	.00
2-1280-431-00-123-956-0-673	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI	93.47	.00	.00	.00	93.47	.00
2-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	3,040.38	.00	.00	.00	3,040.38	.00
2-1280-431-00-123-958-0-673	PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE	4,483.01	.00	.00	.00	4,483.01	.00
2-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	6,253.31	.00	.00	.00	6,253.31	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1280-431-00-123-960-0-673	PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES	791.88	.00	.00	.00	791.88	.00
2-1280-431-00-123-961-0-673	PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE	.15	.00	.00	.00	.15	.00
2-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	3,714.35	.00	.00	.00	3,714.35	.00
2-1280-431-00-123-964-0-673	PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES	550.49	.00	.00	.00	550.49	.00
2-1280-431-00-123-966-0-673	PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES	2,648.93	.00	.00	.00	2,648.93	.00
2-1280-431-00-123-967-0-673	PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES	467.55	.00	.00	.00	467.55	.00
2-1280-431-00-123-968-0-673	PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES	3,170.46	.00	.00	.00	3,170.46	.00
2-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	5,907.15	.00	.00	.00	5,907.15	.00
2-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	924.21	.00	.00	.00	924.21	.00
2-1280-431-00-123-972-0-673	PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP	4,035.48	.00	.00	.00	4,035.48	.00
2-1280-431-00-123-973-0-673	PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP	3,114.03	.00	.00	.00	3,114.03	.00
2-1280-431-00-123-974-0-673	PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES	7,924.34	.00	.00	.00	7,924.34	.00
2-1280-431-00-123-975-0-673	PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES	11,878.44	.00	.00	.00	11,878.44	.00
2-1280-431-00-123-976-0-673	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP	570.80	.00	.00	.00	570.80	.00
2-1280-431-00-123-977-0-673	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP	726.03	.00	.00	.00	726.03	.00
2-1280-431-00-123-978-0-673	PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES	1,309.21	.00	.00	.00	1,309.21	.00
2-1280-431-00-123-980-0-673	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU	1,450.77	.00	.00	.00	1,450.77	.00
2-1280-431-00-123-982-0-673	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU	1,858.56	.00	.00	.00	1,858.56	.00
2-1280-431-00-124-981-1-673	PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES	6,154.46	.00	.00	.00	6,154.46	.00
2-1280-431-00-124-982-1-673	PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES	7,118.66	.00	.00	.00	7,118.66	.00
2-1280-431-00-124-983-1-673	PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI	1,637.83	.00	.00	.00	1,637.83	.00
2-1280-431-00-124-984-1-673	PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI	12,677.54	.00	.00	.00	12,677.54	.00
2-1280-431-00-124-985-1-673	PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES	1,637.83	.00	.00	.00	1,637.83	.00
2-1280-431-00-124-986-1-673	PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE	23,764.24	.00	.00	.00	23,764.24	.00
2-1280-431-00-124-987-1-673	PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES	5,116.65	.00	.00	.00	5,116.65	.00
2-1280-431-00-124-988-1-673	PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES	4,043.66	.00	.00	.00	4,043.66	.00
2-1280-431-00-124-989-1-673	PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP	6,574.55	.00	.00	.00	6,574.55	.00
2-1284-421-00-280-049-2-613	STONEGARDEN (HIDALGO)-SAFETY SUPPLIES	3,325.00	.00	3,225.00	3,225.00	100.00	96.99
2-1284-421-00-280-052-2-613	STONEGARDEN (ALTON)-SAFETY SUPPLIES	390.31	.00	.00	.00	390.31	.00
2-1284-421-00-280-084-2-613	OCDETF-SW-TXS-811-SAFETY SUPPLIES	440.00	.00	.00	.00	440.00	.00

AI-31433 **11. I.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice, draft requirement agreement, etc.,) as attached hereto for Hidalgo County Precinct 4 "Turnkey Purchase and Installation of Galvanized Fence" RFB No. 2012-079-04-18-YZV

BACKGROUND

Proposed Schedule of Event:
1st Advertisement: March 31, 2012
2nd Advertisement: April 07, 2012
Bid Opening: April 18, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-739

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

BUDGETARY IMPACT:

Available balance as of 3-15-12 $118,435.35

Attachments

Precinct 4-Signed Memo
draft agreement
RFB Packet-079

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/15/2012 08:51 AM
Budget & Management	Angela Garcia	03/15/2012 09:24 AM
Manuel Chapa	Manuel Chapa	03/16/2012 08:55 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Yolanda Velasquez Started On: 03/09/2012 01:50 PM

Final Approval Date: 03/19/2012

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Honorable Joseph Palacios
H.C. Commissioner Pct. 4
Attn: Steven Cruz/Rumaldo Muñoz

From: Yolanda Velasquez, Buyer II YV
Purchasing Dept.

Date: February 29, 2012

Re: RFB No. 2012-079-00-00-YZV "TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCING"

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: Yes ✓ No_____ Other specify _____

BUDGET ACCOUNT №: 2-1200-431-00-124-007-0-739

Joseph Palacios MAB — Joseph Palacios — 3-8-12

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, MARCH 7, 2012 by 3:00P.M.

ENCLOSURES

From:	Martha Salazar
To:	"Yolanda Velasquez"
Subject:	FW: Draft Agreement for H.C. Precinct 4-"Turnkey Purchase and Installation of Galvanized Fence"
Date:	Friday, March 09, 2012 9:39:50 AM
Attachments:	Requirements Agreeement-DRAFT.doc 4.EXHIBIT A-Hidalgo County Precinct 4.docx redlined requirements agreement.docx
Importance:	High

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Friday, March 09, 2012 8:00 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Draft Agreement for H.C. Precinct 4-"Turnkey Purchase and Installation of Galvanized Fence"
Importance: High

Good Morning Marty!

Attached is the redlined agreement with minor revisions. If you have any questions, please call our office.

Have a great weekend.

Thanks,
Marynel Trevino, Secretary for Stephen L. Crain

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, March 08, 2012 4:52 PM
To: scrain@atlashall.com
Cc: 'Yolanda Velasquez'
Subject: FW: Draft Agreement for H.C. Precinct 4-"Turnkey Purchase and Installation of Galvanized Fence"
Importance: High

Mr. Crain:
Please review and comment as to draft form. We've attached specs. in the event you need information. This is to approve form of agreement for placement on CC agenda for authority to advertise.
Thanks,
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, March 08, 2012 4:27 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: Draft Agreement for H.C. Precinct 4-"Turnkey Purchase and Installation of Galvanized Fence"

Good afternoon Ms. Marty

Can you please forward the attach "Draft Requirement Agreement" along with "Specifications" to

Legal for review in order to proceed.

Thanks

Yolanda Z. Velasquez, Buyer II
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: **yolanda.velasquez@co.hidalgo.tx.us**

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

April 02, 2012

_____

_____

_____

_____

RE: Hidalgo County-Precinct 4 Request for Bids – **"Turnkey Purchase and Installation of Galvanized Fence"**
RFB № 2012-079-04-18-YZV

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY

"TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"

RFB № 2012-079-04-18-YZV

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1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	9
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	7

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____, 2012

Martha L. Salazar, CPPB, Purchasing Agent Date

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY

"TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"

RFB NO: 2012-079-04-18-YZV

Acceptance Due Date: **APRIL 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-PRECINCT 4– TURNKEY PRUCHASE AND INSTALLATION OF GALVANIZED FENCE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-079-04-18-YZV- HIDALGO COUNTY– PRECINCT 4 TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, APRIL 18, 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 "REQUEST FOR BIDS -2012-079-04-18-YZV HIDALGO COUNTY PRECINCT 4 – TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder

b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **BID-2012-079-00-00-YZV- HIDALGO COUNTY– PRECINCT 4 – TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Budget Office
2818 South Business Hwy 281
Edinburg, TX 78539
ATTN.: Angela Garcia

17. Schedule of Events

Pre-Bid Conference	**10:00 AM**	**APRIL 10, 2012**
Bid Opening	**9:30 AM**	**APRIL 18, 2012**
Award of Contract		_____, 2012
Commence Work or Deliver Products		_____, 2012

HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

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.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid,

RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing**

with the Texas Secretary of State stating that the business is authorized to transact business in Texas.

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or

disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

HIDALGO COUNTY
"TURNKEY PURCHASE AND INSTALLATION OF GALVANIZED FENCE"

BID No. -2012-079-04-18-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Hidalgo County Precinct 4
"Turnkey Purchase and Installation of Galvanized Fence"
RFB № 2012-079-04-18-YZV

SCOPE OF PROJECT:
Hidalgo County Precinct 4 is accepting bids for the "Purchase and Installation of Galvanized Fence" at the following location:

Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

SPECIFICATIONS:
Bidder will provide all necessary materials and installation to meet minimum specifications as set forward:

- 1,514 Linear Feet of 10'9 Gauge Galvanized Chain Link Fence
- 2 ⅞ -Line Post
- 10' Centers
- 1 ⅝-Top and middle rail
- Bottom tension wire
- PVC screening slats
- Quantity One (1) – 20' V-Track gate
- All pipe to be galvanized sch 40

TERMS AND CONDITIONS:

BID AWARD: Award of bid shall be made to the most responsible, responsive bidder, whose offer is determined to meet all specifications and to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

DRAFT

Job completion for job site should be within three weeks from issuance of notice to proceed.

Bidder must comply with all permits, local, state, and federal regulations, if applicable.

Insurance Certificates (Exhibit C) must be submitted to the Purchasing Department approval prior to any services being performed by the awarded bidder.

The bidder awarded 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 primary specification contained herein which state the minimum number vendor owned vehicles required.

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, and to hold the bid for a period of ninety (90) days without taking action thereon.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by county with thirty days written notice prior to cancellation.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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 most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County's best interest to do so.

ADDITIONAL INFORMATION:

A project pre-bid walk thru has been scheduled for at 10:00 a.m., Tuesday, April 10, 2012 to be held at Hidalgo County Precinct 4 Office located at: 1051 North Doolittle Road, Edinburg, Texas 78542. **Bidders are encouraged to attend this meeting.**

When Applicable and at the sole discretion of the County, County reserves the right, that in case the Contractor/Vendor deems additional work/time is due for proposed work not covered in the contract, the contractor/vendor will refer and comply to Texas

Local Government Code §271.060 including but not limited to any /all Federal, State and Local Statutes.

Further information required for this project can be addressed to the Hidalgo County Purchasing Departments through Yolanda Velasquez, Buyer II. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed in writing to Martha L. Salazar, CPPB/Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIREIES WILL NOT BE ACCEPTED.**

All written inquires will be accepted via email to: yolanda.velasquez@co.hidalgo.tx.us or via facsimile to (956) 292-7612 by no later than 5:00 p.m. , Wednesday, April 11, 2012 Responses to said inquires will be sent to all applicants via facsimile or email by no later than 5:00 p.m. on Friday, April 13, 2012.

DRAFT

EXHIBIT "B"

Hidalgo County - Precinct 4

"Turnkey Purchase and Installation of Galvanized Fence"

Bid № 2012-079-04-18-YZV

BID PAGE

TOTAL COST FOR PURCHASE AND INSTALLATION

(INCLUDES ALL MATERIALS/LABOR) $_____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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 (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 LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	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

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-12-079-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of_____ by and between_____, **a TEXAS Company** ("Company") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply its requirements of Hidalgo County Precinct 4**"Turnkey Purchase and Installation of Galvanized Fence"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for project to be completed within thirty (30) consecutive calendar days from notice to proceed; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements/specifications; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements/specifications for certain of the products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B" bid page, which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Precinct 4. This Contract shall be for a period commencing **upon issuance of notice to proceed** and terminating **upon completion and acceptance of project within thirty (30) consecutive calendar days from notice to proceed** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach

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of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** This Agreement may be terminated by County without cause on thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **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 sixty (60) 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).

n. **Insurance.** 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 coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____

COUNTY OF HIDALGO

By:_____
Ramon Garica, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:

Atlas & Hall, LLP

By:_____
Stephen L. Crain

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EXHIBIT “A”
SPECIFICATIONS

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EXHIBIT "B"
PAYMENT SCHEDULE

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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AI-31420 **11. J.**

CC CONSENT

Meeting Date: 03/27/2012

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation Services, Inc. to add/delete additional fuel card(s) and/or driver(s) for:

1. Facilities Management (add fuel card users)

2. Precinct No. 2 County Wide Shop (delete fuel card user)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-40-220-001-0-626

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

BUDGETARY IMPACT:

1. Facilities Mgmt. :
Availablle funds as of 03/15/12.

2. Precinct #2 County Wide Shop
No budgetary impact (deleting fuel card user only)

Attachments

add form

delete form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/14/2012 10:10 AM
Budget & Management	Merlen P. Munoz	03/14/2012 10:48 AM
Olga Garza	Olga Garza	03/15/2012 10:20 AM
Auditor's Office	Angela Garcia	03/19/2012 09:40 AM

Form Started By: Nielda Cavazos Started On: 03/08/2012 11:43 AM

Final Approval Date: 03/19/2012

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County bu 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 Driv**

Department:	Facilities Management
Billing Address:	P.O.Box 1356, Edinburg, Texas 78539
Fuel Card Manager:	Nelda F. Rios
	This person can not have use of the fuel card
Phone Number:	**956-289-7850** **County Email:** nelda.rios@co.hidalgo.tx.us
Web user Name:	N/A **Password:** N/A
Hidalgo Co Acct Number:	2-1100-41+-40-220-001-0-626
Requested By:	Daniel Flores, Building Maintenance Manager
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 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 De Use Only* **Card Numb**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's informatic Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must subm proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Depi Use Only* **Training Date Signed Fuel Pol**
* Please See Attached List				

Hidalgo County Facilities Management Department
Employee List – Need To Be Added
To Fuel Card Access List

Employee	DOB	Employee Number	Driver License Number
Ayala, Abel	10/16/1973	186627	14149050
Castro, Ramiro	05/01/1959	064823	02007202
Martinez, Fernando	01/29/1973	186066	11501309
Montemayor, Leroy	09/11/1987	186465	21148395
Palos, Jesus Manuel	02/20/1971	188247	08606960
Robledo, Arturo Jr.	10/26/1956	177172	04982281
Saavedra, Juan Pablo	06/28/1970	188182	18418229
Salinas, Isidro Leal	04/04/1959	188930	09330808
Sifuentes, Mario A.	10/26/1988	176486	23253361
Vega, Rolando	04/27/1970	187291	06286915

As of : 03/05/2012
Nelda F. Rios

RECEIVED MAR 07 2012 BY

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 Wide Shop
Billing Address: 301 East State Street Pharr, Tx. 78577
Fuel Card Manager:
This person can not have use of the fuel card
Phone Number: 787-1891 **County Email:** agapito.vargas@co.hidalgo.tx.us
Web user Name: **Password:**
Hidalgo Co Acct Number:
Requested By: Agapito Vargas Jr.
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

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.

Deleting User Name	DOB	User ID *(6 digits)*	*DBM Use Only* License Verification	*Purchasing Dept. Use Only* Training Date & Signed Fuel Policy
Remigio Huerta		008044		

Form F.1.1 Revised: *Attach separate list if additional users are required*