AI-32128 **2. A.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Pedro Lobato Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: 139TH DISTRICT COURT

Information

CAPTION

2012 - 139th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-003-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-02-12

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 04:28 PM
Veronica Ortiz	Veronica Ortiz	05/02/2012 11:06 AM
Auditor's Office	Angela Garcia	05/09/2012 02:17 PM
Veronica Ortiz	Veronica Ortiz	05/10/2012 01:45 PM

Form Started By: Angela Garcia Started On: 04/27/2012 04:23 PM

Final Approval Date: 05/10/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 04/27/12

DEPARTMENT HEAD: HON. BOBBY FLORES

DEPARTMENT NAME: 139TH DISTRICT COURT

ACCOUNT NUMBER: 2-1100-412-00-003-001-0-XX

CONTACT PERSON: PEDRO LOBATO

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	583	TRAVEL OUT OF COUNTY	2,000.00
890	OTHER	811	LICENSES & PERMITS	50.00
			TOTAL	2,050.00

REASON: PAY TRAVEL FOR JUDGE AND STAFF. FUNDING NEEDED TO PAY LICENSE COURT INTERPRETER RENEWAL FEE

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-32144 **2. B.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Noe Gonzalez, Judge Presiding Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2012 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/03/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/30/2012 04:26 PM
Ana Galvan	Ana Galvan	05/03/2012 02:17 PM
Auditor's Office	Arcilia Duran	05/10/2012 10:54 AM

Form Started By: Esther Contreras Started On: 04/30/2012 04:14 PM

Final Approval Date: 05/10/2012

DATE: **April 30, 2012**

DEPARTMENT HEAD: **NOE GONZALEZ**

DEPARTMENT NAME: **370TH DISTRICT COURT**

ACCOUNT NUMBER: **2-1100-412-00-007-001-0-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	OBJECT DESCRIPTION	AMOUNT
890	OTHER	640	REFERENCE MATERIALS	$172.00
890	OTHER	665	MINOR COMPUTER EQUIPMENT	$912.25
			TOTAL	**$1,084.25**

REASON: **Transfer is needed to fund current and future expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-32262 **2. C.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Budget & Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-14-115-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/10/2012.

Attachments

Line Item Transfer-Revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/09/2012 11:19 AM
Ana Galvan	Ana Galvan	05/10/2012 02:20 PM
Auditor's Office	Angela Garcia	05/11/2012 09:59 AM
Ana Galvan	Ana Galvan	05/11/2012 11:14 AM

Form Started By: Angela Garcia Started On: 05/08/2012 03:42 PM

Final Approval Date: 05/11/2012

BUDGET INTRADEPARTMENTAL TRANSFER

DATE: May 08, 2012

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: BUDGET & MGMT.

ACCOUNT NUMBER: 2-1100-415-14-115-001-0-XXX

CONTACT PERSON: ANGELA GARCIA

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, Local Government Code, Chapter 111, Subchapter C.

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
339	OTHER PROF. SERVICES	583	TRAVEL OUT OF COUNTY
339	OTHER PROF. SERVICES	607	HOUSEHOLD & JANITORIAL SUPPLIES
			TOTAL

REASON: TRANSFER IS NEEDED TO FUND TRAVEL FOR EMPLOYEES AND TO PURCHASE RECY

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

BUDGET INTRADEPARTMENTAL TRANSFER

AMOUNT
3,000.00
50.00
3,050.00

/CLE BINS.

CLERK

AI-32303 **2. D.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: County Wide Insurance (1100) Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - County Wide Insurance (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 2-1100-419-00-125-009-0-52X

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

BUDGETARY IMPACT:

From 522 to 524 in the amount of $788.00. Funds available for transfer as of 5/10/12.

Attachments

2012 LIT for Co Wide Insurance (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/10/2012 10:18 AM
Veronica Ortiz	Veronica Ortiz	05/10/2012 02:30 PM
Auditor's Office	Arcilia Duran	05/11/2012 10:48 AM

Form Started By: Dale Kennan Started On: 05/10/2012 09:30 AM

Final Approval Date: 05/11/2012

DATE: May 10, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz

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

ACCOUNT NUMBER: 2-1100-419-00-125-009-0-52X

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
522	INSURANCE-VEHICLE LIABILITY INSURANCE	524	INSURANCE-GENERAL INSURANCE	788.00

AI-32157 **2. E.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Oscar Montoya Submitted By: Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2012 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-429-00-110-075-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/07/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/01/2012 04:57 PM
Ana Galvan	Ana Galvan	05/07/2012 03:23 PM
Auditor's Office	Arcilia Duran	05/10/2012 10:57 AM

Form Started By: Irma Saenz Started On: 05/01/2012 03:06 PM

Final Approval Date: 05/10/2012

DATE: April 30, 2012

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 2-1100-429-00-110-075-0-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
341	DATA MANAGEMENT/PROCESSING	665	MINOR COMPUTER EQUIPMENT	$ 250.00
412	CABLE/SATELITE TV	665	MINOR COMPUTER EQUIPMENT	$ 100.00
613	SAFETY SUPPLIES	665	MINOR COMPUTER EQUIPMENT	$ 200.00
843	AID TO NON GOVT. AGENCY	665	MINOR COMPUTER EQUIPMENT	$ 250.00
			TOTAL	$ 800.00

REASON: TRANSFER IS BEING REQUESTED FOR ADDITIONAL COMPUTER EQUIPMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-32140 **2. F.**

CC CONSENT

Meeting Date: 05/15/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Facilities Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/30/2012.

Attachments

Intradept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/30/2012 04:25 PM
Veronica Ortiz	Veronica Ortiz	05/02/2012 11:01 AM
Auditor's Office	Arcilia Duran	05/10/2012 10:52 AM

Form Started By: Olga Garza Started On: 04/30/2012 04:00 PM

Final Approval Date: 05/10/2012

DATE: May 15, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Mgmt

ACCOUNT NUMBER: 2-1100-419-40-220-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	BLDG & OTHR STRUC R&M SRV	439	OTHER R&M SRV	200.00
671	BLDG & OTHR STRUC R&M SUPP	626	GASOLINE/DIESEL	2,000.00
			TOTAL	2,200.00

REASON:
Intradepartmental Transfer into object code 439 to process payment on an invoice under correct code; Funds also needed in object code 626 to avoid account going negative.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32176 **2. G.**

CC CONSENT

Meeting Date: 05/15/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-006-2-601

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

BUDGETARY IMPACT:

Funds available as of 05/09/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/02/2012 12:56 PM
Ana Galvan	Ana Galvan	05/09/2012 09:39 AM
Auditor's Office	Arcilia Duran	05/09/2012 10:36 PM

Form Started By: Mike Escaname Started On: 05/02/2012 10:42 AM

Final Approval Date: 05/09/2012

Date: May 2, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-006-2- RLSS / LPHS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
2-1293-441-00-340-006-2-601	OFFICE & COMPUTER SUPPLIES	2-1293-441-00-340-006-2-603	EDUCATION/INSTRUCTION SUPPLIE
			Amount

Reason: Line item transfer needed to cover anticipated expenditure.

Available Balance on 05/02/12 ---------->

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AMOUNT
$2,400.00
$ 2,400.00

AI-32185 **2. H.**

CC CONSENT

Meeting Date: 05/15/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-043-2-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/09/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/02/2012 02:56 PM
Ana Galvan	Ana Galvan	05/09/2012 10:04 AM
Auditor's Office	Arcilia Duran	05/09/2012 10:37 PM

Form Started By: Mike Escaname Started On: 05/02/2012 02:11 PM

Final Approval Date: 05/09/2012

Date: May 2, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-043-2-
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
2-1293-441-00-340-043-2-350	OTHER SERVICES	2-1293-441-00-340-043-2-603	EDUCATION/INSTRUCTION SUPPLIES	$2,700.00
			Amount	$ 2,700.00

Reason: Line item transfer needed to fund anticipated expenditures.

Available Balance on 05/02/12 ----------> Obj 350

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-32146 **2. I.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Rene Guerra Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2012 - HIDTA (1291)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1291-412-00-270-003-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-02-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/01/2012 07:58 AM
Veronica Ortiz	Veronica Ortiz	05/02/2012 01:14 PM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Nelda Olivarez Started On: 04/30/2012 04:31 PM

Final Approval Date: 05/11/2012

DATE: April 30, 2012 Transfer Number: 7

DEPARTMENT HEAD: Dora L. Munoz, H.I.D.T.A. Task Force Commander

DEPARTMENT NAME: Hidalgo County HIDTA Task Force / Grant Funds

ACCOUNT NUMBER: 2-1291-412-00-270-003-0-xxx (Grant 2010)

SUBJECT: Budget Line-Item Transfers (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
2-1291-412-00-270-003-0- 665	MINOR COMPUTER EQUIP	2-1291-412-00-270-003-0- 745	COMPUTER EQUIPMENT	4,440.51
2-1291-412-00-270-003-0- 747	SOFTWARE	2-1291-412-00-270-003-0- 745	COMPUTER EQUIPMENT	11,000.00
	TOTAL			15,440.51

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

AI-32105 **2. J.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Yvonne Ramon Submitted By: Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2012-Elections Dept (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 05/02/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/26/2012 01:52 PM
Ana Galvan	Ana Galvan	05/02/2012 11:04 AM
Auditor's Office	Arcilia Duran	05/10/2012 10:26 AM

Form Started By: Melanie Esparaza Started On: 04/26/2012 10:37 AM

Final Approval Date: 05/10/2012

DATE: April 26, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

2012
Transfer

AI- 32105

Contact Person: Melanie Esparza **Ph#:** (956) 318-2570 Ext. 5707

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	Elections Dept-Computer Services	604	Elections Dept-Med. and laboratory supplies	$177.60
336	Elections Dept-Computer Services	613	Elections Dept-Safety Supplies	$28.66
			TOTAL	$206.26

REASON: **Transfer needed to refill First Aid station and replace the Emergency lights in the office and warehouse.**

APPROVED BY

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32173 **2. K.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

2012 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-50-190-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-02-12

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/02/2012 10:21 AM
Veronica Ortiz	Veronica Ortiz	05/02/2012 11:06 AM
Auditor's Office	Arcilia Duran	05/10/2012 10:59 AM

Form Started By: Nereida Garza Started On: 05/02/2012 10:09 AM

Final Approval Date: 05/10/2012

DATE: 0425-2012
DEPARTMENT HEAD: Esther A. Cortez
DEPARATMENT NAME: ***HUMAN RESOURCES***
ACCOUNT NUMBER: 2-1100-415-50-190-002-0

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 2-1100-415-50-190-002-0

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	supplies	529	Notary bonds	$ 100.00

REASON: For upcoming renewal

$ 100.00

Department Head Signature — Date

Approved Commissioners' Court — Date — Attest County Clerk

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

AI-32101 **2. L.**

CC CONSENT

Meeting Date: 05/15/2012

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?:

BUDGETARY IMPACT:

Available account balance as of 05-04-12

Attachments

Intra-Dept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/26/2012 10:50 AM
Veronica Ortiz	Veronica Ortiz	05/04/2012 08:19 AM
Auditor's Office	Arcilia Duran	05/10/2012 10:15 AM

Form Started By: Edna Kirby Started On: 04/26/2012 10:27 AM

Final Approval Date: 05/10/2012

DATE: May 15, 2012

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

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

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	COMPUTER DEPT-MINOR OFFICE EQUIP	AMOUNT
745	IT COUNTYWIDE-COMPUTER EQUIP	661	IT COUNTYWIDE-MINOR OFFICE FURN & EQUIP	$769.00
			TOTAL	$769.00

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-32107 **2. M.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2012 - Pct. #3 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-123-014-1-899

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

BUDGETARY IMPACT:

Attachments

revised LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/26/2012 02:15 PM
Veronica Ortiz	Veronica Ortiz	05/02/2012 10:59 AM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Marcie Jackson Started On: 04/26/2012 11:35 AM

Final Approval Date: 05/11/2012

DATE: April 26, 2012

2012
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 2-1312-431-00-123-014-1-899

AI-32107 05/15/12

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	ACEVEDO S/D NO.4 - CONTINGENCY	540	ACEVEDO S/D NO.4 - ADVERTISING	$1,553.60
			TOTAL	**$1,553.60**

REASON:
Transfer needed for completion of project (re-advertisement).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32119 **2. N.**

CC CONSENT

Meeting Date: 05/15/2012

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

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/03/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 01:51 PM
Ana Galvan	Ana Galvan	05/03/2012 01:36 PM
Auditor's Office	Arcilia Duran	05/10/2012 10:38 AM

Form Started By: Jr. Munoz Started On: 04/27/2012 11:28 AM

Final Approval Date: 05/10/2012

DATE: May 14, 2012 **AI#** 32119

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4

ACCOUNT NUMBER: 2-1200-431-00-124-005-0-XXX - Administration

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
665	Minor Computer Equipment	350	Other Services	100.00
			TOTAL	100.00

REASON: In order to cover day to day expenses of the Pct.

DEPARTMENT HEAD SIGNATURE

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

AI-32120 **2. O.**

CC CONSENT

Meeting Date: 05/15/2012

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

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. 4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-124-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-02-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 01:52 PM
Veronica Ortiz	Veronica Ortiz	05/02/2012 11:06 AM
Auditor's Office	Arcilia Duran	05/10/2012 10:49 AM

Form Started By: Jr. Munoz Started On: 04/27/2012 11:30 AM

Final Approval Date: 05/10/2012

DATE: 05/14/12 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 2-1100-432-00-124-001-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
421	Disposal	672	Equipment R&M Supp	10,000.00
				-
				-
				-
				-
				-
			TOTAL	10,000.00

REASON: To cover day to day expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-32180 **2. P.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-

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

BUDGETARY IMPACT:

Funds available as of 05/09/2012.

Attachments

Line Item Transfer 05-15-2012

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/02/2012 12:35 PM
Budget & Management	Merlen P. Munoz	05/02/2012 02:54 PM
Ana Galvan	Ana Galvan	05/09/2012 09:47 AM
Auditor's Office	Arcilia Duran	05/10/2012 11:01 AM

Form Started By: Myra Montoya Started On: 05/02/2012 12:32 PM

Final Approval Date: 05/10/2012

DATE: 5/2/2012

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 2-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
2-1100-421-00-280-001-0-	540- ADVERTISING	→	2-1100-421-00-280-001-0-	346- HAULING & FREIGHT	$1,000.00
TOTAL					$1,000.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE REMAINDER OF FISCAL YEAR.

Emilia Vega

DEPARTMENT HEAD SIGNATURE

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

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

AI-32182 **2. Q.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/02/2012 02:23 PM
Budget & Management	Merlen P. Munoz	05/02/2012 02:55 PM
Veronica Ortiz	Veronica Ortiz	05/03/2012 09:18 AM
Auditor's Office	Arcilia Duran	05/10/2012 11:12 AM

Form Started By: Virginia Rodriguez Started On: 05/02/2012 01:21 PM

Final Approval Date: 05/10/2012

DATE: 5/14/2012

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-21-280-002-0-	607-HOUSEHOLD & JANITORIAL SUPPLIES		2-1100-423-21-280-002-0-	619-OTHER MISC. SUPPLIES	2,000.00
2-1100-423-21-280-002-0-	604-MEDICAL AND LABORATORY SUPPLIES		2-1100-423-21-280-002-0-	748-OTHER EQUIPMENT	5,000.00

AI-32214 **3. A.**

CC CONSENT

Meeting Date: 05/15/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 TXDOT (1315):
Approval of 2012 interdepartmental transfer from FM 493 (US83-Mile10N), program #043, to Mile 6 West (US 83-SH 107), program #039, in the amount of $63,808.53 to fund Supplemental Agreement #1 with TEDSI Infrastructure Group, Inc. in relation to the Mile 6 West road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1315-431-00-121-0XX-0-XXX

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

BUDGETARY IMPACT:

program #043 --> program #039 $63,808.53 to fund SA #1 with TEDSI Engineering in relation to the Mile 6 W project.

Funds available as of 5-3-12; PO #617534 will be increased to cover SA #1, after CC approval.

Attachments

Pct. 1 TXDOT Mile 6W interdept transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/03/2012 04:03 PM
Budget & Management	Merlen P. Munoz	05/03/2012 04:20 PM
Erika Zamora	Erika Zamora	05/10/2012 08:59 AM
Auditor's Office	Arcilia Duran	05/10/2012 05:37 PM

Form Started By: Ivan Cantu Started On: 05/03/2012 03:27 PM

Final Approval Date: 05/10/2012

DATE: May 15, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

ACCOUNT NUMBER: 2-1315-431-00-121-0XX-0-XXX

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

2012
Interdepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
2-1315-431-00-121-043-0- 841	TXDOT-FM 493 (US83-M10N)-	Aid to Govt. Agency	(63,808.53)
TO:			
2-1315-431-00-121-039-0- 731	TXDOT-Mile 6 West (US83-SH 107)-	Roads	63,808.53
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund Supplemental Agreement #1 with TEDSI Infrastructure Group in relation to the Mile 6 West project. Refer to PO #617534.

DEPARTMENT HEAD SIGNATURE

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

AI-32206 **3. B.**

CC CONSENT

Meeting Date: 05/15/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 CO's 2010 A & B (1342):
Approval of 2012 interdepartmental transfer from Pct. 1 Roads, program #041, to Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of $26,000.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of March 2012 (PP #5-6).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-0XX-0-73X

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

BUDGETARY IMPACT:

program #041 --> 087 & 092 in the amount of $26,000.00 to fund the Pct. 1 Drainage Improv. labor reimbursements for the month of March 2012 (PP #5-6).

Funds available as of 5-3-12

Attachments

Pct. 1 Drain. interdept transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/03/2012 10:28 AM
Budget & Management	Merlen P. Munoz	05/03/2012 11:51 AM
Sylvia Solis	Sylvia Solis	05/04/2012 09:27 AM
Auditor's Office	Arcilia Duran	05/10/2012 11:22 AM

Form Started By: Ivan Cantu Started On: 05/03/2012

Final Approval Date: 05/10/2012

DATE: May 15, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO's 2010 A & B

ACCOUNT NUMBER: 2-1342-431-00-121-0XX-0-73X

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

2012

Interdepartmental Transfer

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:			
2-1342-431-00-121-041-0- 731	CO 2010 A & B-Pct. 1 Roads-	Roads	(26,000.00)
TO:			
2-1342-431-00-121-087-0- 733	CO 2010 A & B-Pct. 1-Bar Ditches-	Drainage Ditches	19,000.00
2-1342-431-00-121-092-0- 733	CO 2010 A & B-Pct. 1 HCCID #9 Channels-	Drainage Ditches	7,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund the Pct. 1 Drainage Improvement labor reimbursements for the month of March 2012 (PP# 5-6).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-32279 **4. A.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 05-15-12

Pct 2 & 4 Cert Plat & Utility Status 05-15-12

Pct 3 Water Service Availability 05-15-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/09/2012 11:45 AM
Olga Garza	Olga Garza	05/10/2012 11:01 AM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Irma Castillo Started On: 05/09/2012 11:19 AM

Final Approval Date: 05/11/2012

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ADELITA CANO	1-8901
2.	JUAN GUERRERO	1-8939
3.	LUCIO PENA	1-8933
4.	MINERVA ROCHA / CO TEODORA ROCHA	1-8930
5.	BERNARDO PEREZ	1-8947
6.	IGNACIO PONCE	1-7379
7.	ADELAIDO NEYRA	1-8235
8.	VERONICA REYNA	1-8894
	COMM. COURT:MAY 15, 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

uf E. Sesin, P.E., CFM
anning Administrator

Precinct ①2 3 4

Application No: 1-8901

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

THE UNDERSIGNED CERTIFY AS FOLLOWS:

on the application of:

lame: Adelita Cano

lress: 3505 Stites Rd
Donna TX 78537

one: 956-331-7046

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		47066
Date Approved:	1 1	4/24/2012

Water Supplier: N.A.W.S

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 100327894 19033495

[ ] Temporary Pole [✓] Permanent Service
Mobile Home

ding the land described as:

Sunset Valley lot # 7 ,

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

A plat has been prepared;

A plat has been reviewed and approved by the Commissioners Court; (Date approved 9-22-08);

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 Reina);

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 _____);

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 _____);

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

_____ _____ _____
ng 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

aul E. Sesin, P.E., CFM
lanning Administrator

Precinct (1) 2 3 4

Application No: 1-8901

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

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

RTY MAKING REQUEST:

Name: ~~30~~ - Adelita Cano

Address: 3505 Stites Rd

Donna TX 78537

Phone: 956-331-7046

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

Sunset Valley lot #7

TUS OF PERSON OR ENTITY MAKING REQUEST:

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

Adelita Cano — Requesting Party (Signature)

4-20-12 — Date

ACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

art to be filled out by receiving county official:

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

4/9/12 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8901
Apr. 20, 2012

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

S7658-00-000-0007-00

[1] OWNER: CANO, MICKEY O. & ADELITA

3505 STITES RD
DONNA TX, 78537
Telephone No. 331-7046

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
SUNSET VALLEY LOT 7

LOCATION: 0 VICTORIA & STITES

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 50' REAR 30' SIDES 6' FINISH FLOOR ELEV.
18" CENTERLINE OF ST.

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.

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

DEED OF TRUST

Terms

te: January 27, 2012

antor: MICKEY O. CANO and wife, ADELITA CANO

ntor's Mailing Address: P.O. Box 1587, Donna, Hidalgo County, TX 78537-1587

stee: RICHARD S. TALBERT

stee's Mailing Address: 612 S. Texas, Weslaco, Hidalgo County, TX 78596-6222

der: SANDOVAL DEVELOPMENT, LP, a Texas Limited Partnership

der's Mailing Address: 605 N. Main St., Suite C, Donna, Hidalgo County, TX 78537

ligation

Note
Date: January 27, 2012
Original principal amount: TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($27,500.00)
Borrower: MICKEY O. CANO and wife, ADELITA CANO
Lender: SANDOVAL DEVELOPMENT, LP, a Texas Limited Partnership
Maturity date: March 27, 2034

perty (including any improvements): All of Lot 7, SUNSET VALLEY SUBDIVISION, Addition to the City of Donna, Hidalgo County, Texas, according to the map recorded in lume 55, Pages 180-182, Map Records in the Office of the County Clerk of Hidalgo County, xas, reference to which is here made for all purposes, SAVE & EXCEPT, all the oil, gas and ier minerals on, in, under or that may be produced from such property.

or Lien: The liens securing the Note hereby secured are secondary and inferior to the liens uring a note (the Prior Note) in the original principal sum of ONE HUNDRED GHTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY-SIX AND 87/100THS DOLLARS 87,476.87) dated August 23, 2007, executed by SANDOVAL DEVELOPMENT, L.P., a Texas nited Partnership, payable to FIRST NATIONAL BANK, and secured by a Deed of Trust to M. McCARTHY, Trustee, recorded under Clerk's File No. 1802749, Official Records, Hidalgo unty, Texas. Grantor has not assumed payment of the Prior Note or liability under any truments securing the Prior Note. Beneficiary herein is obligated to pay the Prior Note, ovided however, Beneficiary shall be entitled to renew, extend and modify the terms of such Prior te and all instruments securing same without the consent of Grantor. In the event Beneficiary ls to pay when due any installment or installments falling due on the Prior Note, then, so long as antor herein is not in default in the payment of the Note hereby secured, on in default in the rformance of the covenants of this Deed of Trust, Grantor herein shall have the right to pay any ch delinquent installment or installments on the Prior Note and receive credit upon the Note reby secured for all sums so paid, and in such manner as Grantor may direct, as of the date of ch payment. Beneficiary agrees to obtain a release of such liens upon payment in full of the Note reby secured.

her Exceptions to Conveyance and Warranty:

Restrictive covenants dated December 17, 2010, filed under Document Number 2163616, Official Records and Volume 55, Pages 180-182, Map Records of Hidalgo County, Texas.
Statutory easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.

purpose. If an excess accumulates in the fund, Lender may either credit it to future monthly osits until the excess is exhausted or refund it to Grantor. When Grantor makes the final payment the Note, Lender will credit to that payment the whole amount then in the fund or, at Lender's ion, refund it after the Note is paid. If this deed of trust is foreclosed, any balance in the fund over needed to pay taxes, including taxes accruing but not yet payable, will be paid under part C, ustee's Rights and Duties." If the Property is transferred, any balance then in the fund will still be ject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to fund described in this paragraph are in addition to the monthly payments provided for in the e.

21. If Lender does not collect tax escrows as provided above, on or before January 15th of h year, Grantor agrees to furnish evidence satisfactory to Lender [paid tax receipts or tax ificates] that all taxes and assessments on the Property have been paid and that all liens securing h taxes and assessments have been satisfied and released and not transferred to any third party by applicable taxing entities.

Mickey O. Cano
MICKEY O. CANO

Adelita Cano
ADELITA CANO

(ACKNOWLEDGMENT)

e of Texas
nty of Hidalgo

s instrument was acknowledged before me on the 10th day of ~~January~~ February, 2012, MICKEY O. NO.

ELIZABETH CADENA
Notary Public, State of Texas
My Commission Expires
March 10, 2015

Elizabeth Cadena
Notary Public, State of Texas

(ACKNOWLEDGMENT)

e of Texas
nty of Hidalgo

s instrument was acknowledged before me on the 10th day of ~~January~~ February, 2012, ADELITA CANO.

ELIZABETH CADENA
Notary Public, State of Texas
My Commission Expires
March 10, 2015

Elizabeth Cadena
Notary Public, State of Texas

PARED BY:

Office of Richard S. Talbert
. Texas
ico, TX 78596-6222
968-1578
968-0698 (Fax)
l: rstlaw@bizrgv.rr.com

No. 7006

AFTER RECORDING RETURN TO:

Sandoval Development, LP
605 N. Main St., Ste. C
Donna, TX 78537

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

Precinct No.1 Substation
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Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct ① 2 3 4

Application No: 1-8939

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: Juan Guerrero

Address: 13110 Mile 16 N
Edinburg Tx

Phone: 688-0751

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Birch Ph. 1 lot # 10,

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 04-22-08);

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 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: 1-8939

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: Juan Guerrero

Address: 13110 Milello N
Edinburg ~~Tx~~ Tx 78539

Phone: 688-0751

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

Birch Ph. #1 lot # 10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Juan Guerrero
Requesting Party (Signature)

5/17/12
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:

5/18/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8939
May. 2, 2012

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

B3062-01-000-0010-00

[1] OWNER: GUERRERO, JUAN MIGUEL & CRISELDA
13110 MILE 16 N.
LA BLANCA, TX. 78542
Telephone No. 475-7578

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 690 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE AH

[7] LEGAL DESC./NAME OF SUBDIVISION
BIRCH #1 LOT 10
10/1/10NW/F/AG-WATER

LOCATION: 0 493 & MILE 10

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG
FRONT 40' REAR 35' SIDES 6' FINISH FLOOR ELEV.
B.F.E 73.00

Prepared by — Date: 5/2/12

Jonathan Isidro — Approved by — Date: 5/12/12

Juan Guerrero

Juan Guerrero — Signature of Owner or Applicant — Date: Juan Guerrero

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ✓ YES ____ NO 73.00 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: April 3, 2009

Grantor: OAKTREE INVESTMENTS, LLC

Grantor's Mailing Address (including county):
2410 Paseo del Lago
Palmhurst, Hidalgo County, Texas 78573

Grantee: Juan Miguel Guerrero and wife, Criselda Guerrero

Grantee's Mailing Address (including county):
829 North 8th Street
Alamo, Hidalgo County, Texas 78516

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee, payable to the order of Oaktree Investments, LLC, 2410 Paseo del Lago, Palmhurst, Texas 78573. The note is secured by a Vendor's Lien retained in favor of **OAKTREE INVESTMENTS, LLC** in this Deed and by a Deed of Trust of even date from grantee to **JEFFERSON A. CRABB,** Trustee.

Property (including any improvements):

Lot 10, Birch Subdivision Phase I, Hidalgo County, Texas, according to map recorded in Volume 55, Page 60-62, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. SAVE AND EXCEPT all oil, gas and other minerals.

2. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in all walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the water and irrigation district; taxes for the current year.

3. This conveyance is made subject to the prior lien ("Underlying Lien") of a deed of trust recorded in Document No. 1785838 of the real property records of Hidalgo County, Texas,

to Ricardo Perez, trustee, which secures payment of a promissory note ("Underlying Lien Debt") in the principal amount of $1,000,000.00. Grantee in this deed of trust has not assumed payment of that Underlying Lien Debt. As further consideration Grantor promises to keep and perform all the covenants and obligations of the grantor named in the Underlying Lien deed of trust and to indemnify, defend, and hold Grantee harmless against any damages caused by Grantor's breach of its obligations under the Underlying Lien Debt and related documents, as long as Grantee is not in default on the Grantee is not in default on the Wraparound Lien Debt and documents relating to it.

NO SEARCH FOR LIENS, TITLE, PAST DUE TAXES WAS CONDUCTED ON THIS PROPERTY AT THE REQUEST OF BUYER AND SELLER.

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 warranty 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 the exceptions to conveyance and warranty when the claim is by, through or under Grantor, but not otherwise.

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

OAKTREE INVESTMENTS, LLC

By: Roger A. Bechtel
Roger A. Bechtel, Manager

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 3 day of APRIL 2009 by ROGER A. BECHTEL, Manager of OAKTREE INVESTMENTS, LLC, a Texas Limited Liability Company, on behalf of said company..

GLORIA G PEREZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/19/2011

Notary Public, State of Texas

Mailing Address of Grantee:
Juan Miguel Guerrero
Criselda Guerrero
829 North 8th Street
Alamo, Hidalgo County, Texas 78516

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8933

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: Lucio Peña

Address: 2705 California st.
Weslaco TX
78596

Phone: 956.650-0810

Water Supplier: N. Alamo W. S.

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

Account/ESI No.: N/A

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: Dimas Sub. Unit #3 Lot 5 Blk 1,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12-5-1980);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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: 1-8933

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: Lucio Peña

Address: 2705 California St.
Weslaco, Tx 78596

Phone: 956-650 0810

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

Pimas Sub Unit #3 Lot 5 Blk 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Lucio Peña
Requesting Party (Signature)

5-4-12
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:

5/8/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8933
May. 1, 2012

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

D5200-03-001-0005-00

[1] OWNER: PENA, LUCIO

2705 CALIFORNIA ST.
WESLACO TX 78596

Telephone No.

[2] CONTRACTOR: LONE STAR

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 3,600 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
DIMAS #3 LOT 5 BLK 1

LOCATION: 0 MILE 6 & MILE 10

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $110,000

[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:15' SIDE:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND

Prepared by _____ Date 5/1/12

Approved by _____ Date 4/30/12

Signature of Owner or Applicant _____ Date 5/2/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ____ YES ___✓___ NO ____ BFE

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

[NOTICE]

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

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

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: April 5, 2012

Grantor: MARIA IRLEY CARDONA

Grantor's Mailing Address: MARIA IRLEY CARDONA
P.O. Box 918
Weslaco, Hidalgo County, Texas 78596

Grantee: LUCIO PENA

Grantee's Mailing Address:

LUCIO PENA
2705 CALIFORNIA ST.
WESLACO, HIDALGO COUNTY, TX 78596

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

Property (including any improvements):

Lot 5, Block One (1), DIMAS SUBDIVISION, UNIT NUMBER THREE, Hidalgo County, Texas, as shown by the map or plat of said subdivision on file and of record in the office of the County Clerk of Hidalgo County, Texas.

Reservations from Conveyance:

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, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor 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 and 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

BILL OF SALE

Date: April 5, 2012,

Seller: **Maria Irley Cardona**

Seller's Mailing Address:

Buyer: **Lucio Pena**

Buyer's Mailing Address: 2705 California St.
Weslaco, Hidalgo County, Texas 78596.

Consideration: Seller have agreed that they have received TWENTY THOUSAND AND NO/100'S ($20,000.00) totaling the sale price of the property.

Transferred Properties: Lot 5, Block One (1), DIMAS SUBDIVISION, UNIT NUMBER THREE, Hidalgo County, Texas, as shown by the map or plat of said subdivision on file and of record in the office of the County Clerk of Hidalgo County, Texas.

Reservations from Exceptions to Conveyance and Warranty:

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

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

MARIA IRLEY CARDONA, Seller

LUCIO PENA, Buyer

independent title search has been made.

MARIA IRLEY CARDONA, Grantor

LUCIO PENA, Grantee

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 4-5, 2012, by MARIA IRLEY CARDONA.

LETICIA LOPEZ
MY COMMISSION EXPIRES
July 30, 2013

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on 4-5, 2012, by LUCIO PENA.

LETICIA LOPEZ
MY COMMISSION EXPIRES
July 30, 2013

Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

LAW OFFICE OF SANTOS MALDONADO JR
209 E. University
Edinburg, Texas 78539
Tel: (956) 381-4600
Fax: (956) 381-4160

AFTER RECORDING RETURN TO:

LUCIO PENA
2705 CALIFORNIA ST.
WESLACO, TX 78596

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8930.

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: Minerva Rocha c.o Teodora Rocha

Address: 3201 Hernandez St. Mercedes Tx, 78570

Phone: (956) 3735197

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

La Plaza Norte Ph.#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 7-10-95);

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 Leija);

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct ① 2 3 4

Application No: 1-8930

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: Minerva Rocha / Teodora Rocha c.o

Address: 3201 Hernandez St
Mercedes Tx, 78570

Phone: (956) 373-5197

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

LA PLAZA NORTE Ph. # 1 Lot # 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 Teodora Rocha — Requesting Party (Signature)

5-8-12 — 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:

5/9/12
Date

County Official

General Power Of Attorney

TO ALL PERSONS, be it known, that I, Minerva Rocha , the undersigned principal, do hereby grant a general power of attorney to Teodora Rocha, as my attorney-in-fact.

My attorney-in-fact shall have full powers and authority to do and undertake all acts on my behalf that I could do personally including but not limited to the right to sell, deed, buy, trade, lease, mortgage, assign, rent or dispose of any of my future real or personal property; the right to execute, accept, undertake, and perform all contracts in my name; the right to deposit, endorse, or withdraw funds to or from any of my bank accounts, depositories or safe deposit box; the right to borrow, lend, invest or reinvest funds on any terms; the right to initiate, defend, commence or settle legal actions on my behalf; the right to vote (in person or by proxy) any shares or beneficial interest in any entity; and the right to retain any accountant, attorney, physician or other advisor deemed necessary to protect my interests generally or relative to any foregoing unlimited power.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as in my attorneys best discretion deems advisable, and I affirm and ratify all acts undertaken,

This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney before or after my death shall have full rights to accept the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed under seal this day of May 4, 2012 .

_____

STATE OF MICHIGAN
COUNTY OF MONTCALM

On 5-4-12 before me, Minerva Rocha, personally appeared _____, personally known to me (or subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Robin E Miller

Affiant ___Known X Unknown
ID Produced_____
(Seal)

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8930
May. 1, 2012

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

L1703-01-000-0013-00

[1] OWNER: ROCHA, MINERVA
8201 HERNANDEZ ST
MERCEDES TX 78570

Telephone No. 373-5197

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PLAZA NORTE PH 1 LOT 13

LOCATION: 0 FM 493 & MILE 14 1/2 N

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 10' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE NATURAL GROUND

Prepared by — Date: 5/1/12

Jonathan Isidro — Approved by — Date: 4/25/12

X J Rocha — Signature of Owner or Applicant — Date: X 5/1/2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

1605052

WARRANTY DEED

Grantor's
GUILLERMO ROCHA.
P.O BOX 993
EDCOUCH, Texas 78538

Grantee: MINERVA ROCHA
P.O.BOX 993.
EDCOUCH , TEXAS 78538

Consideration: Ten Dollars and other valuable consideration paid by Grantees To Grantor, the receipt which is hereby acknowledged.

Property (including any improvements):

LOT 13, LA PLAZA NORTE PHASE 1 SUDDIVISION, AS SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 87, MAP RECORDS, OF HIDALGO COUNTY, TEXAS .

Reservation from and Exception to Conveyance and Warranty:

1. All the oil, gas and other material in, under or that may be produced from the subject property are excepted here from.
2. Easement for irrigation purposes is hereby reserved by Grantor for himself and his assigns on the North 45 feet and the South 20 feet of said property.
3. Easement for rights-of-way as may be granted to Hidalgo County, the State of Texas, any political subdivision, or any other person and filed of record.
4. Rules, regulations, rights of way and easements in favor of Hidalgo County Irrigation District
5. Easements and reservations as may appear upon the recorded map and dedication of said subdivision, and any visible and apparent easements on or across the property herein described in which a survey and/or physical inspection would disclose.
6. Subdivision Regulations of the County of Hidalgo, Texas.
7. Easements, or claims of easements, which are not recorded in the public records.
8. Taxes for the current year and subsequent years, the payment of which Grantee assumes.

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

Guillermo Rocha

GUILLERMO ROCHA

(Acknowledgment)

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this DATE APRIL 20 ,2006
BY GRANTOR'S: **GUILLERMO ROCHA**

MANUEL TORRES
MY COMMISSION EXPIRES
April 26, 2009

Manuel Torres

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
MINVERA ROCHA
PO BOX 993.
EDCOUCH , Texas 78538

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: 1-8947

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: Bernardo Perez

Address: Lot 135 Campacuas drive block 1, Indian Hills Mercedes TX 78570

Water Supplier: N/A

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

Account/ESI No.: 10032789481641157

Phone: 832-526-3205
832-387-2885

[ ] Temporary Pole [✓] Permanent Service
mobile home

regarding the land described as: Indian Hills lot # 135 BLK #1 ,

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

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

Yes A plat has been prepared;

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

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

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Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-8947

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: Bernardo Perez

Address: Lot 135, block 1, Indian Hills
Mercedes TX 78570

Phone: 832-526-3205

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

Indian Hills lot# 135 BLK # 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Bernardo Perez — Requesting Party (Signature)
5/7/12 — 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:

5-8-12 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8947
May. 3, 2012

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

I2230-00-001-0135-00

[1] OWNER: PEREZ , BERNARDO
7902 ITURBIDE
WESLACO TX 78596

Telephone No. 472-3940

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 644 Sq. Ft.

[6] USE OF BUILDING: MOBILE HOME ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 135 BLK 1
X-20

LOCATION: 0 491 & MILE 11 N.

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 20' REAR 10' SIDES 6'
18" ABOVE NATURAL GROUND

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

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.

SIERRA TITLE
GF# 313948

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

Warranty Deed with Vendor's Lien

Date: March 10, 2010

Grantor: Jesus Paulo Garza and Irma Aurora Garza, husband and wife

Grantor's Mailing Address:

Jesus Paulo Garza and Irma Aurora Garza
521 West Tyler
Harlingen, Texas 78550
Cameron County

Grantee: Bernardo Perez

Grantee's Mailing Address:

Bernardo Perez
10910 Gulf Freeway, Apt. 579
Houston, Texas 77034
Harris County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($2,500.00). 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 William R. Wepfer, trustee.

Property (including any improvements):

Lot 135, Block 1, **INDIAN HILLS SUBDIVISION**, an Addition to the City of Mercedes, Hidalgo County, Texas, according to amended map thereof recorded in Volume 24, Page 81, Map Records of Hidalgo County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

All restrictions, reservations, easements, and rights of way of record in the Office of the County Clerk of Hidalgo County, Texas.

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

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

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

Jesus Paulo Garza

Irma Aurora Garza

STATE OF TEXAS)

COUNTY OF CAMERON)

This instrument was acknowledged before me on March 23, 2010, by Jesus Paulo Garza and Irma Aurora Garza.

CHERYL ANN BAILEY
NOTARY PUBLIC
State of Texas
Comm. Exp. 10/11/2013

Cheryl Ann Bailey
Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

William R. Wepfer, Attorney at Law
518 East Harrison
Harlingen, Texas 78550
Tel: (956) 423-1021
Fax: (956) 423-1256

AFTER RECORDING RETURN TO:

William R. Wepfer, Attorney at Law
518 East Harrison
Harlingen, Texas 78550
Tel: (956) 423-1021
Fax: (956) 423-1256

Fiel No. 2010-3414

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: 1-7379

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: IGNACIO PONCE

Address: 756 CHRISTINA ST
Donna TX 78537

Phone: (956) 460-1638

Water Supplier: NORTH ALAMO WATER SUPPLY

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

Account/ESI No.: 107677-002

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:
Hutto rd & Sioux Rd - Lot 108 Piquito de oro Subdiv, Donna TX

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 6-9-82);

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

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: 1-7379

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: Ignacio Ponce

Address: 756 CHRISTINA ST.
Donna TX 78537

Phone: (956) 460-1638

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

Liquido de Oro Lot #108

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

5-3-12
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:

5/9/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7379
Aug. 2, 2010

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

P6960-00-000-0108-00

[1] OWNER: PONCE, IGNACIO

747 CHRISTINA ST
DONNA TX, 78537
Telephone No. 464-4145

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,400 Sq. Ft.

[6] USE OF BUILDING: RES ZONE C

[7] LEGAL DESC./NAME OF SUBDIVISION
PIQUITO DE ORO LOT 108

LOCATION: 0 HUTTO & SIOUX

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

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

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

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

Angi Chavez — Prepared by — Date: 8/2/10

J Johnny T Sidr — Approved by — Date: 7/30/10

Ignacio Ponce — Signature of Owner or Applicant — Date: 8/2/10

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER PW
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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.

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 OF YOUR DRIVER'S LICENSE NUMBER. CHAPTER 11 SECTION 1.008, TEXAS PROPERTY CODE.

GENERAL WARRANTY DEED

Date: June 1, 2010

Grantor: Arturo Arias and wife Colleen Arias.
Grantor's Mailing Address: 850 Crystal Ln, Diamond, Grundy/Will County, Illinois 60416-7083.

Grantee: Ignacio Ponce and wife Emilia Ponce.
Grantee's Mailing Address: 747 Christina St. Donna, Hidalgo County, Texas 78537.

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements): Lot One Hundred Eight (108), Piquito De Oro Subdivision, Hidalgo County, Texas, being a resubdivision of 35.46 acres out of a Block 182 of the Hill-Halbert Tract, El Gato and La Blanca Grants, Hidalgo County, Texas, as per map and Plat of Record in volume 22, page 124, Map Records of Hidalgo County, Texas.

Reservations from Conveyance and Exceptions to Conveyance and Warranty: all duly recorded restrictions, easements, covenants, and conditions in the County Clerk's Office of Hidalgo County, Texas.

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 document was prepared based on information provided by the parties hereto. No title examination has been requested in connection with the preparation of this document, nor was any provided. The preparer expresses no opinion on title to this Property.

GRANTOR:

ARTURO ARIAS

COLLEEN ARIAS

STATE OF ILLINOIS §
COUNTY OF GRUNDY/WILL §

This instrument was acknowledged before me on June 15th 2010, by ARTURO ARIAS.

Notary Public for the State of ILLINOIS

OFFICIAL SEAL
LISA M. DEVRIES
Notary Public - State of Illinois
My Commission Expires Oct 08, 2012

STATE OF ILLINOIS §
COUNTY OF GRUNDY/WILL §

This instrument was acknowledged before me on June 15 2010, by COLLEEN ARIAS.

Notary Public for the State of ILLINOIS

OFFICIAL SEAL
LISA M. DEVRIES
Notary Public - State of Illinois
My Commission Expires Oct 08, 2012

Upon recording please return to:
Ignacio & Emilia Ponce
747 Christina St.
Donna, TX 78537

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-8238

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: Adelaido Neyra

Address: 9911 FLAMBOYAN Dr LOT 55 MERCEDES. TX 78570

Phone: (850) 210 4949

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

Water Supplier: N.A.W.S

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: San Jacinto est. #5 Lot #55,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/1/09);

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

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: 1-8235

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: Adelaido Veyra

Address: 9911 FLAMBOYAN Dr LOT 55
MERCEDES. TX 78570

Phone: (850) 210 4949

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

San Jacinto ST #5 lot #55

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Adelaido Veyra — Requesting Party (Signature)
5/4/012 — 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:

5/8/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8235
Aug. 3, 2011

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

S0669-05-000-0055-00

[1] OWNER: NEYRA, HERIBERTO & ADELAIDO

9413 N. MILE 13 1/2
MERCEDES, TX. 78570

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,025 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN JACINTO EST #5 LOT 55

LOCATION: 0 1015 & MILE 3 1/2

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $12,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
18" CENTER OF STREET.

Alex Castillo — Prepared by
8-3-11 — Date

Jonathan Isidro — Approved by
8-01-11 — 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: 0150 G 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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

2164638

Date: May 21, 2010

Grantor: San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company
Grantor's Mailing Address:
900 S, Stewart Rd., Suite 12
Mission, Texas 78572

Grantee: Heriberto Neyra and Adelaido Neyra

Grantee's Mailing Address (including county):
9413 N. Mile 13 1/2 west Rd
Mercedes, Texas 78570
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Two Thousand Seven Hundred Dollars and No Cents ($32,700.00), 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 Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 55, San Jacinto Estates No. 5, 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 2012515

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 26, 2008, payable to the order of Jean Stokes, individually and as Independent Executrix and Trustee of the Jack H. Stokes Family Trust under the Last Will and Testament of Jack H. Stokes, Deceased 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 2008-1932614. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of San Jacinto Estates No. 5, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2012515; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

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

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

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

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

San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company

BY: _____
Jacinto Garza, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 21 day of May, 2010, Jacinto Garza, President of San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

AMANDA V. ZAMORA
MY COMMISSION EXPIRES
November 21, 2012

_____
Notary Public, State of Texas

After Recording Please Return to:
San Jacinto Enterprises, L.L.C.
900 S. Stewart Rd. Suite 12
Mission, Texas 78572

County of Hidalgo

1304 S. 25th Ave. - Edinburg, TX 78539
Phone: (956) 383-0111 • Fax: (956) 383-7351

On-Site Sewerage Inspection Report

Owner: JACINTO CARZA **Permit #:** 50442

Address: SAN JACINTO #3 **Phone #:**

Location: 88 - 131/2 LOT 55 **No. Bedrooms:** 3

Tank Type: CONCRETE

Inside diameter: 7'

Inside length of sides: 5'

Liquids depth or distance from tank bottom to outlet bottom: 4'

Airspace (approximately): 3'

Approximate gallon cap.: 0.500=1000

Drain Field: Trench ✓ Bed: Evapotranspiration:

Distance from private well: N/A

Distance from foundation: To tank: V.L To drainfield: V.L

Distance from property line: To tank 10' To drainfield: 12

Depth of Trench: 2' Width of trench: 3'

Backfill material: lb: II: ✓ III:

Dimensions: 100' X 5 = Sq. Ft.

Gravel: Natural: Crushed: Washed: ✓

Amount: 70 yards, or Tons (per installation)

Pipe: Type: 0729 Brand (if known): Number of feet: 200

General conditions and Workmanship:

Solid Lines from house schedule 40 and have cleanout	☐ YES ☐ NO
T's installed in tank at least 25% of liquid level	☑ YES ☐ NO
Trench or bed bottom essentially level	☑ YES ☐ NO
Gravel generally consistent 12" depth throughout field	☑ YES ☐ NO
Perforated pipe generally level throughout field	☑ YES ☐ NO
Porous media uniform (.72-2.0 inches)	☑ YES ☐ NO
Inlet and outlet flow clearly marked	☑ YES ☐ NO
Port holes 12" in diameter	☑ YES ☐ NO
Are end caps provided if drainfield not looped	☑ YES ☐ NO
Septic tank sturdy/water-tight	☑ YES ☐ NO
Geo-textile fabric used for the permeable soil barrier	☑ YES ☐ NO
Manufacturer's name address & tank capacity clearly visible	☐ YES ☐ NO

Installer: I. MATA **License No.:** 4375

Remarks:

Inspector: **Date:** 1-5-11

D.R. Lic. # 20551

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: 1-8895 8894

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: Veronica Reyna

Address: 9905 Nogal St
Mercedes tx 78570

Phone: (956) 975-5834

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: San Jacinto est #5 Lot #28,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/1/09);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8895-8894

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: Veronica Reyna

Address: 9905 Nogal St
Mercedes, Tx 78570

Phone: (956) 975-5834

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

San Juan Lo. est #3 Lot #28

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Veronica Reyna — Requesting Party (Signature)
4/23/12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5/9/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8894
Apr. 18, 2012

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

S0669-05-000-0028-00

[1] OWNER: REYNA, VERONICA MATA DE

9905 NOGAL ST.
MERCEDES, TX 78570
Telephone No. 975-5834

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,170 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN JACINTO EST. #5 LOT#28

LOCATION: 0 FM 1015 & MILE 13 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $18,000

[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 35' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF ST.

Prepared by — Date: 4/18/12

Jonathan Iridas — Approved by — Date: 4/12/12

Ana Mata — Signature of Owner or Applicant — Date: 4/18/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

DEED OF TRUST

Date: December 29, 2010

Grantor: Veronica Mata De Reyna
Grantor's Mailing Address (including county):
1307B Edison Ave
Bridgeport, Texas 76426
Wise County, Texas

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

Beneficiary: San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company
Beneficiary's Mailing Address:

900 S, Stewart Rd., Suite 12
Mission, Texas 78572

Note:

Date: December 29, 2010
Amount: Thirty-Four Thousand and 0/100 Dollars ($34,000.00)
Maker: Veronica Mata De Reyna
Payee: San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company

Property (including any improvements):

Lot(s) 28, San Jacinto Estates No. 5, 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 2012515

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 26, 2008, payable to the order of Jean Stokes, Individually and as Independent Executrix and Trustee of the Jack H. Stokes Family Trust under the Last Will and Testament of Jack H. Stokes, Deceased 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 2008-1932614;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of San Jacinto Estates No. 5, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number2012515; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

Grantor and Beneficiary covenant and agree as follows:

1. Payment. Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may

connection with this Deed of Trust shall not be deemed to have been given to Beneficiary until actually received by Beneficiary. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.

15. Tax and Insurance Reserve. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premium and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

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

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

Veronica Mata de Reyna

Veronica Mata De Reyna

(Acknowledgment)

State of Texas
County of Wise

This instrument was acknowledged before me on the 29 day of December, 2010, by Veronica Mata De Reyna

AMANDA V. ZAMORA
MY COMMISSION EXPIRES
November 21, 2012

Amanda V. Zamora

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

San Jacinto Enterprises, L.L.C.
900 S, Stewart Rd., Suite 12
Mission, Texas 78572

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

ReMerge-It

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Patricia C. Solis, C/O Abel De Leon	2-1343
2.	Lizette Lozano/Librado Cantu	4-6038
3.	John David Garcia	4-11525
4.	Francisco Garza & Esblendy Torres	4-6247
5.	Jose Altamirano, C/O Gloria B. Benitez	4-11323
6.	Romana Santiago	4-11535
7.	Roxana Leija	4-10028
8.	Yara Euan	4-9580
9.	Lola Garcia	4-11489
	COMM. COURT: May 15, 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: 2-1393

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: Patricia C. Solis

C/O **Name:** Abel deleon

Address: Chavez and Nolana
Lt 03
("Victory Estates")

Phone: (956) 325-0333

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	Pre Existing Tanks
Date Approved:	/ /	4 / 17 / 12

Water Supplier: NAWS

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

Account/ESI No.: 259401-002

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Victory Estate Lote. #3,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-31-09;

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

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 4/17/12);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 4/17/12);

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

_____ _____ _____

Planning Department Authorized Signature **Hidalgo County** **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: 2-1343

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: Patricia C. Solis

C/O Name: Abel Deleon

Address: Corner of Cesar Chavez and Nolana
Edinburg, TX "Victory Estates

Phone: (956) 325-0333

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

Victory Estate Lot #03

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Patricia C. Solis 5/08/12

C/O _____ 12/4/12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04-10-12
Date

County Official

WARRANTY DEED

2011173

DATE: JUNE 15, 2009

REFERENCES: WARRANTY DEED W/VENDORS LIEN 1472703
RELEASE OF LIEN NO. 1686828

GRANTOR: **CARMEN RAUL ESTRADA** and wife **ALBA ESTRADA**

GRANTOR'S ADDRESS: 1008 SAN CRISTOBAL ST. SAN JUAN, TX. 78589

GRANTEE: **PATRICIA CRUZ SOLIS**

GRANTEE'S ADDRESS: 302 E. COMA AVE. PMB 13
HIDALGO, TX 78557

CONSIDERATION: **TEN DLLS.** ----------

PROPERTY:

ALL OF LOT 3, VICTORY ESTATES SUBDIVISION an addition to the map recorded in Volume 35, Page 174, 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:
As indicated in original Warranty Deed.

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

Carmen Raul Estrada

Alba Estrada

INSTRUMENTS RECORDED IN THE REAL PROPERTY OF OFFICIAL PUBLIC RECORDS OF THE COUNTY AND EXECUTED ON OR AFTER JANUARY 1, 2004 ARE NOT REQUIRED TO CONTAIN A SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER AND ARE PUBLIC RECORDS AVAILABLE FOR REVIEW BY THE PUBLIC

This Warranty was done without guarantee as to the property. The Grantee has been told that the only one that can guarantee a property deed is a title company and he has chosen to do this warranty deed without a guarantee.

(ACKNOWLEDGMENT)

State of Texas)(
County of Hidalgo)(

This instrument was acknowledged before me this 15th. Day of June, 2009 by Carmen Raul Estrada and Alba Estrada.

Josefina Fonseca
Notary Public, State of Texas

JOSEFINA FONSECA NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-12-2011

After Recording Return To:

Patricia Cruz Solis
302 E. Coma PMB 13
Hidalgo, Tx. 78557

Chapter 232 Texas LGC Application

APPLICATION NO: 2-1343
Sep. 14, 2011

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

V3410-00-000-0003-00

[1] OWNER: SOLIS, PATRICIA CRUZ

302 E. COMA AVE. PMB 13
HIDALGO, TX. 78557
Telephone No. 325-0333

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 476 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
VICTORY ESTATES LOT 3

LOCATION: 0 C. CHAVEZ & NOLANA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $5,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 30' SIDE'S 7' REAR 40' FINISH FLOOR OF ELEV.
18" FROM STREET.

Prepared by — Date: 9-14-11

Approved by — Date: 9-9-11

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: 0475 C
Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-6038

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: Juanita Lozano Hibrada Cantu

Address: 4512 N Keyon Rd Edinburg TX 78542

Phone: (956) 460-5250

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

Water Supplier: North Alamo Water

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

Account/ESI No.: N.A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Keyen Heights H-3 lot 24,

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

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

NO A plat has been prepared;

NO A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-01-97);

NO 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 Mary 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 Ruben Hernandez 5-3-12);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruben Hernandez 5-3-12);

NO electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Mary Cantu);

Planning Department Authorized Signature	Hidalgo County Judge	Date

ATTEST: _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-0038

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: Lizette Lozano Libraco Cortez

Address: 4512 N Kenyon Rd
Edinburg TX 78542

Phone: (956) 460-6250 798-9436

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

Kenyon Heights #3 Lot #24

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Lizette Lozano
Requesting Party (Signature)

May-2-2012
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:

05/09/12
Date

County Official

ASSUMPTION WARRANTY DEED

Date: April 20, 2011

Grantor: Jesus E. Lozano and Areli Reyes
Grantor's Mailing Address (including county):

P.O. Box 1045
San Juan, Texas 78589
Hidalgo County, Texas

Grantee: Librado Cantu and Lizette Lozano
Grantee's Mailing Address (including county):

4512 N. Kanyon
Edinburg, Texas 78541
Hidalgo County, Texas

Consideration: A cash consideration paid to Grantor by Grantee and Grantee's assumption of and agreement to pay, according to the note's terms, the unpaid principal and earned interest on the note in the original principal sum of Sixteen Thousand Five Hundred Dollars and No Cents ($16,500.00) dated February 18, 1999, executed by Juan Lozano and Maria Lozano and payable to the order of Bob A. Gaston and Tillmin G. Welch. The note is secured by a an express vendor's lien and additionally secured by a Deed of Trust dated February 18, 1999, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's File Number 944593; said note being assumed by **Jesus E. Lozano and Areli Reyes**, as evidenced by that one certain Assumption Warranty Deed dated **July 1, 2005**, from **Juan Lozano and Maria Lozano** to **Jesus E. Lozano and Areli Reyes** and filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number **1538371**. As further consideration, Grantee promises to keep and perform all the covenants and obligations of the Grantor named in that deed of trust and 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 any funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

> All of Lot 24, Kaylen Heights Subdivision No. 3, Hidalgo County, Texas, according to the map recorded in Volume 32, Page 36, Map Records in the Office of the County Clerk of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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, NOR AS TO TAXES DUE ON THE PROPERTY.

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.

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

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.

Grantor has elected not to require Grantee to execute a Deed of Trust to Secure Assumption and is aware of the risks of not doing so.

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

Jesus E. Lozano

Areli Reyes

ACCEPTED:

The undersigned is executing this Assumption Warranty Deed to acknowledge acceptance of this conveyance and assumption of the obligations under the above-described Note and Deed of Trust.

Librado Cantu

Lizette Lozano

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27th day of April, 2011, by Jesus E. Lozano.

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

Notary Public, State of Texas

Chapter 232 Texas LGC Application

APPLICATION NO:
4-6038
Mar. 5, 2007

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

K0860-03-000-0024-00

[1] OWNER: LOZANO, JUAN & MARIA

PO BOX 1045
SAN JUAN, TX 78589-1045

Telephone No. 781-2655

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,541 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
KAYLEN HEIGHTS #3 LOT 24

LOCATION: 0 ALBERTA & C.CHAVEZ

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $76,230

[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 7' REAR 40'

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$0.00**

Light [X] Water [X]

Flood Zone: MI
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: 4-11525

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
			x
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Existing System
	Date Approved:	/ /	5 / 3 / 12

Name: John David Garcia

Address: P.O. BOX 1174
La Blanca, TX 78558

Phone: (956) 457-4019
(956) 457-1337

Water Supplier: North Alamo Water

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

Account/ESI No.: 10032789473191037

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:
Lot 11 Evergreen Estates Sub. phase III N. Skinner Rd + mile 20 ,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-16-07);

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

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

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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: 4-11525

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: John David Garcia

Address: P.O. Box 1174
La Blanca, TX 78558

Phone: (956) 457-1337

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

Lot 11 Evergreen Valley Estates Subdivision Phase III N. Skinner + mile 20

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

John D — 5-3-12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05/09/12
Date

County Official

XO/ct
11-178

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

Special Warranty Deed with Vendor's Lien

Date: June 3, 2011

Grantor(s): CORNELIO SAENZ REYNA and wife, SYLVIA M. REYNA

Grantors' Mailing Address: 3511 Sandie Lane
Edinburg, Texas 78541
Hidalgo County

Grantee(s): JOHN DAVID GARCIA, JR.

Grantee's Mailing Address: P. O. Box 1174
La Blanca, Texas 78558
Hidalgo County

Consideration:
A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of THIRTY-EIGHT THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($38,500.00). 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 Joseph Prestia, Trustee.

Property (including any improvements):
All of Lot Eleven (11), EVERGREEN VALLEY ESTATES SUBDIVISION, PHASE III, as shown by the map or plat thereof recorded in Volume 52, Page 135-144, Map Records, Hidalgo County, Texas.

Reservations from Conveyance 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 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 other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Page 135-144, 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.

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

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

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

Carl Reyna S.
CORNELIO SAENZ REYNA

Sylvia M. Reyna
SYLVIA M. REYNA

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

{Certificate of Acknowledgment}

THE STATE OF TEXAS *

COUNTY OF HIDALGO *

Before me, a notary public in and for the state of Texas, on this day personally appeared CORNELIO SAENZ REYNA and wife, SYLVIA M. REYNA, who proved to me by Texas driver's license, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31st day of June, 2011.

NOTARY PUBLIC STATE OF TEXAS
CARMEN TORRES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-16-2013

Carmen Torres
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
PRESTIA & ORNELAS
P. O. Box 876
Edinburg, Texas 78540
Tel: (956) 383-6251
Fax: (956) 381-8183

AFTER RECORDING RETURN TO:
JOHN DAVID GARCIA, JR.
P. O. Box 1174
La Blanca, Texas 78558

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Jun 03,2011 at 02:46P

As a Recording

Document Number: 2211861
Total Fees : 20.00

Receipt Number - 1201271
By:
Azeneth Urestia Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11525
May. 1, 2012

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

E8250-03-000-0011-00

[1] OWNER: GARCIA, JOHN DAVID JR.

P.O. BOX 1174
LA BLANCA, TX. 78558
Telephone No. 457-1337

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 3,068 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. PH III
LOT#11
6/02/08NA/F

LOCATION: 0 N. SKINNER & ML 20

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

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

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

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

Prepared by — Date: 5-01-12

Approved by — Date: 5-01-12

Signature of Owner or Applicant — Date: 5-01-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $60.00

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0825 D Pct: 4

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-6247

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	05/04/12

Name: Francisco Garza & Esblenay Torres

Address: 15507 Davis rd. Edinburg Texas

Phone: (956) 256-1894 380-2549

Water Supplier: North Alamo Water

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

Account/ESI No.: —

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: EVERGREEN VALLEY EST #2 LOT-156,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-15-05);

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

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 Marya Cetch);

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: 46247

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

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

PARTY MAKING REQUEST:

Name: Francisco Garcia & Esblendy Torres

Address: 15507 Davis dr.

Edinburg TX.

Phone: (956) 256-1894
380-2549

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

Evergreen Valley Est. #2 Lot #150

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Esblendy D. Garcia Torres 5-4-12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05/04/12
Date

County Official

Recorded On-2006-Nov-28 As-1691111

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: October 23, 2006

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

1691111

Grantee: Francisco Garza and Esblendy Torres
Grantee's Phone Number: (956) 380-2549
Grantee's Mailing Address (including county):
507 N. 10th Ave.
Edinburg, Texas 78541
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-One Thousand Seven Hundred Dollars and 00/100's($21,700.00), 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 Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 156, Evergreen Valley Estates, 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:

1. A lien securing a promissory note (the "Prior Note"), dated August 10, 2004, 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 1380418. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated August 10, 2004, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1380419. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

T 6
E.T

12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase II, as shown on the plat thereof, recorded in Volume 47, Pages 85-97, Map records of Hidalgo County, Texas; and
14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the October 23, 2006, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

CYNTHIA L MARTINEZ
MY COMMISSION EXPIRES
June 3, 2010

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

F G
E T

Chapter 232 Texas LGC Application

APPLICATION NO:
4-6247
Apr. 16, 2007

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

E8250-02-000-0156-00

[1] OWNER: GARZA, FRANCISCO & ESBLENDY

507 N. 10TH AVE.
EDINBURG, TX. 78541
Telephone No. 380-2549

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

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

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #2
LOT 156

LOCATION: 0 DAVIS & VALVERDE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $100,000

[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'

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$0.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

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: 4-11323

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

C/O Name: Jose Altamirano
Gloria B. Benitez

Address: 4811 L N FOX
Edinburg TX. 78542

Phone: 956 4149077

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		re-inspected
Date Approved:	/ /	5/3/12

Water Supplier: UAWSC

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

Account/ESI No.: 263154-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Damian Acres PH II Lot # 67,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 02/25/00);

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 Mani Leal);

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 Richard Hernandez 5-3-12);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Richard Hernandez 5-3-12);

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

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____
Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11323

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: Jose Altamirano

c/o Name: Gloria B. Benitez

Address: 4811 LN Fox

Edinburg, TX. 78542

Phone: 956 4149077

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

Damian Acres Ph II Lot #67

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

c/o Gloria B. Benitez

05-03-12

Jose E. Alt
(Requesting Party (Signature))

Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05/09/12
Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN 2051840

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: November 9, 2009

Grantor: Gusta, Ltd.

Grantor's Mailing Address (including county): 315 East Dallas
McAllen, Texas 78501
Hidalgo County, Texas

Grantees: Jose E. Altamirano

Grantee's Mailing Address (including county): 701 N. 19th St.
Edinburg, Texas 78541
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 67, Damian Acres, Phase II, Hidalgo County, Texas, according to the map recorded in Volume 36, Pages 161-164, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

SAVE AND EXCEPT all oil, gas, and other minerals in, on, under, or that may be produced from the above described land which have been reserved or conveyed by prior owners in documents recorded in the office of the Hidalgo County Clerk.

Reservations from and Exceptions to Conveyance and Warranty:

1. All restrictive covenants as recorded in Hidalgo County, Texas.
2. Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the city holding extra-territorial jurisdiction of said property.
3. Statutory rights, rules, regulations, easements and liens in favor of United Irrigation District, pursuant to applicable sections of the Texas Water Code.
4. All restrictions of record and all visible easements.
5. Standby fees, taxes and assessments by any taxing authority for the year 2009 and subsequent years.

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

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

Gusta, Ltd. A Texas Limited Partnership
By: Flea Investments, LLC, General Partner

By: _____
A. Ford Sasser, President

State of Texas
County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 9th day of Nov, 2009, by A. Ford Sasser, President of General Partner, Flea Investments, L.L.C. on behalf of said company.

_____
Notary Public, State of Texas

MARIANELA VELA
Notary Public, State of Texas
My Commission Expires
02-24-2012

AFTER RECORDING RETURN TO:
Gusta, Ltd.
315 East Dallas
McAllen, Texas 78501

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11323
Feb. 16, 2012

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

D0687-02-000-0067-00

[1] OWNER: ALTAMIRANO, JOSE E.

701 N. 19TH ST.
EDINBURG, TX 78539-7774
Telephone No. 414-9077

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 936 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
DAMIAN ACRES PH 2 LOT 67

LOCATION: 0 ALBERTA & C. CHAVEZ

[8] SEWAGE: EXIST

[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' SOUTH SIDE 10' REAR 40' NORTH SIDE 7'

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: 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: 4-11535
4-25

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Ramona Santiago

Address: 8913 Carmen Anita
Edinburg, Tx. 78542

Phone: 210-864-609

Water Supplier: NHA

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

Account/ESI No.: 10039789412460 2M

[X] Temporary Pole [ ] Permanent Service

regarding the land described as: Edinburg Acres 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 09-24-85)

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Raul E. Sesin, P.E., CFM)

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 5-8-12 Ruben Hernandez)

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 5-8-12 Ruben Hernandez)

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

Raul E. Sesin

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-11535

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: Romana Santiago

Address: 8713 Carmen Avila
Edinburg, Tx 78542

Phone: 207-6476

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

Edinburg Acres Lot 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

Romana Santiago — Requesting Party (Signature)
5-08-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

____ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
____ Other (describe) plat

This part to be filled out by receiving county official:

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

5-08-12 — **Date**

Raul C. Castillo — **County Official**

Recorded On-2007-Feb-16 As-1723460

XO/sm
07-037

1723460

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

WARRANTY DEED

Date: February 13, 2007

Grantor: SERGIO GUERRA and wife, ELMA NIDIA GUERRA

Grantor's Mailing Address (including county): P. O. Box 2077
Pharr, Hidalgo County, Texas 78577

Grantee: ROMANA SANTIAGO

Grantee's Mailing Address (including county): Rt. 20, Box 1035A
Edinburg, Hidalgo County, Texas 78541

Consideration: Ten & 00/100ths Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements): Lot Thirteen (13), EDINBURG ACRES SUBDIVISION, as per map recorded in Volume 24, Page 128, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. SUBJECT TO all mineral reservations, if any, of record;
2. SUBJECT TO oil, and gas leases, if any, of record;
3. SUBJECT TO easements and building restrictions and conditions, if any, of record;
4. SUBJECT TO all easements, rules, regulations and rights in favor of a water improvement district, if any, of record;
5. SUBJECT TO all visible easements, if any.

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 conveyance and 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 ON TITLE TO THIS PROPERTY.

Recorded On-2007-Feb-16 As-1723460

Sergio Guerra
SERGIO GUERRA

Elma Nidia Guerra
ELMA NIDIA GUERRA

(Acknowledgement)

STATE OF TEXAS *

COUNTY OF HIDALGO *

This instrument was acknowledged before me on the 13th day of February, 2007, by SERGIO GUERRA and wife, ELMA NIDIA GUERRA.

SANDRA MARTINEZ
Notary Public, State of Texas
My Commission Expires
10-03-2009

Sandra Martinez
Notary Public, In And For The State of Texas

AFTER RECORDING RETURN TO:

XAVIER ORNELAS
P. O. Box 876
Edinburg, Texas 78540

PREPARED IN THE LAW OFFICE OF:

PRESTIA & ORNELAS
P. O. Box 876
Edinburg, Texas 78540
(956) 383-6251

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11535
May. 8, 2012

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

E3115-00-000-0013-00

[1] OWNER: SANTIAGO, ROMANA

8713 CAMEN AVILA
EDINBURG, TX. 78542
Telephone No. 207-6469

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,825 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EDINBURG ACRES LOT 13

03/07/08 NA/F FOR AG.USE

LOCATION: 0 2812 & CARMEN AVILA ST.

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓ NO

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

Prepared by — Date: 5-08-12

Approved by — Date: 5-07-12

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

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: 4-10028

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
		32714
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	5 / 8 / 12

Name: Roxana Leija

Address: 21227 Rio Bravo Dr.
Edinburg Texas 78542

Phone: 956-460-5081

Water Supplier: Alamo Water Supply

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

Account/ESI No.: #

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Rio Bravo Ranchettes 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 05/28/02);

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

WD an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 5-8-12 (verified by Ruben Hinojosa);

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; 5-8-12 (verified by Rudy Limas);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-10028

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: Roxana Leija

Address: 21227 Rio Bravo Dr.
Edinburg Tx. 78542

Phone: 956-460-5081

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

Rio Bravo Ranch I Lot #44

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 Roxana Leija — Requesting Party (Signature)
5-8-12 — 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:

05/09/12
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.

Warranty Deed with Vendor's Lien

Date: May 14, 2010

Grantor: Adolfo Villanueva and wife, Ramona Villanueva

Grantor's Mailing Address:
Adolfo Villanueva and Ramona Villanueva
9317 E. Monte Cristo Rd.
Edinburg, Texas, 78542
Hidalgo County

Grantee: Luis Alberto Leija and wife, Roxana Leija

Grantee's Mailing Address:
Luis Alberto Leija and Roxana Leija
590 Mar Circle
Alamo, Texas, 78516
Hidalgo County

Consideration:
A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00). 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 Dennis E. Hendrix, trustee.

Property (including any improvements):
Lot Forty-four (44), RIO BRAVO RANCH PHASE I, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 40, Pages 13 thru 17, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:
For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Exceptions to Conveyance and Warranty:
Restrictions of record in Document No. 1086997, Official Records and Volume 40, Pages 13-17, Map Records, Hidalgo County, Texas but omitting therefrom any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

Adolfo Villanueva

Ramona Villanueva
Ramona Villanueva

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on May 1st, 2010, by Adolfo Villanueva.

LIZ RIOS NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-19-2011

Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on May 1st, 2010, by Ramona Villanueva.

LIZ RIOS NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-19-2011

Notary Public, State of Texas

PREPARED IN THE OFFICE OF AND
AFTER RECORDING RETURN TO:
Law Office of Dennis E. Hendrix
Dennis E. Hendrix
200 N. 12th St., Ste. 202
Edinburg, Texas 78541
Tel: (956) 381-8495/Fax: (956) 381-4435

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10028
Oct. 14, 2010

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

[1] OWNER: LEIJA, LUIS A. & ROXANA

590 MAR CIRCLE
ALAMO, TX 78516
Telephone No. 460-1188

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 576 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RIO BRAVO RANCH PH 1 LOT 44

LOCATION: 0 M. CRISTO & SKINNER

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $5,000

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

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

Efrain Ceballos — Prepared by — 10-14-10 Date

Edgar Isidro — Approved by — 10-12-10 Date

X Roxana Leija — Signature of Owner or Applicant — 10-14-10 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-9580.

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: Yara Evan

Address: 8218 Hallam Ave
Edinburg, TX. 78541

Phone: (956) 350-5017

Water Supplier: North Alamo

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

Account/ESI No.: 10032789470534955

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Cardinal Gardens Lot #73,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-12-98);

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

Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 5-4-12 (verified by Robin Hinojosa);

No individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 5-4-12 (verified by Robin Hinojosa);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-9580

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: Yara Evan

Address: 8218 Hallam Ave
Edinburg, TX 78541

Phone: (956) 380-2017

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

Cardinal Gardens, Lot #73

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Yara Evan — Requesting Party (Signature)
4/18/12 — 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:

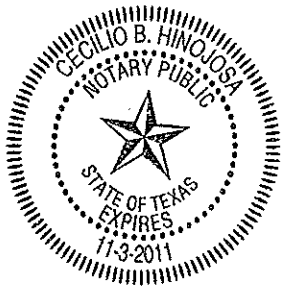
05/09/12 — **Date**

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: May 28, 2009

Grantor: Cardinal Development, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 721052
McAllen, Texas 78504



2005525

Grantee: Ruben Hernandez and Yara Del Rosario Euan

Grantee's Mailing Address (including county):
8218 Hallam Avenue
Edinburg, Texas 78541
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Nineteen Thousand Seven Hundred Dollars and No Cents ($19,700.00), 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 Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 73, Cardinal Gardens Subdivision, as shown by the map or plat thereof recorded in Volume 49, Pages 133-135, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 14, 2005, payable to the order of Texas Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1523779. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Cardinal Gardens Subdivision, as shown on the plat thereof, recorded in Volume 49, Pages 133-135, of the Map records of Hidalgo County, Texas.

The Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each Owner:

1. **Lots 1-3, 20-25, 41-46, 83-88, 104-109 and 125-127 may be used for commercial or residential purposes. All other lots shall be used for residential purposes only.**

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

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

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

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

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

Cardinal Development, Ltd., a Texas Limited Partnership

BY: Cardinal Administration, L.L.C., a Texas Limited Liability Company, General Partner

BY: _____
Laura Coffman, Vice President

State of Texas
County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 6th day of June, 2009, by Laura Coffman, Vice President of Cardinal Administration, L.L.C., a Texas Limited Liability Company, General Partner of Cardinal Development, Ltd., a Texas Limited Partnership on behalf of said Texas Limited Liability Company.

_____
Notary Public, State of Texas

CECILIO B. HINOJOSA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
11-3-2011

AFTER RECORDING RETURN TO:

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

Chapter 232 Texas LGC Application

APPLICATION NO:
4-9580
Apr. 19, 2010

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

C1617-00-000-0073-00

[1] OWNER: EUAN, YARA

8218 HALLAM AVE
EDINBURG TX, 78541
Telephone No. 562-8394

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- 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
CARDINAL GARDENS LOT 73

LOCATION: 0 2812 & DOOLITTLE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

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

Angie Chavez — Prepared by — 4/19/2010 — Date

Gilbert Perez — Approved by — 4/8/2010 — Date

X Yara Euan — Signature of Owner or Applicant — 4/19/2010 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER 30
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

COPY

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: 4-11489

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	←	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	Sewer
Date Approved:	/ /	5/9/12

Name: Lola Garcia

Address: 409 Zenn Maya
Edinburg, Texas
78542

Phone: (956) 330-6677

Water Supplier: —

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

Account/ESI No.: 112686-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Lot #29 Palma Subdivision,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-30-89);

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 Mirna Cerda);

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 5-9-12 (verified by Robert Hernandez);

no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 5-9-12 (verified by Robert Hernandez);

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

Planning Department Authorized Signature

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
Edinburg, Texas 78542
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-11489

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: Lola Garcia

Address: 409 Zenon Maya
Edinburg, Texas 78542

Phone: (956) 330-6677

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

Palma Lot #29

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Lola Garcia
Requesting Party (Signature)

~~4/17/12~~ 05/09/12
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:

05/09/12
Date

County Official

2179315

General Warranty Deed

Date: January 4, 2011

Grantor: Jose Garcia

Grantor's Mailing Address:

413 Zenon Moya
Edinburg, Texas 78542
Hidalgo County

Grantee: Lola Garcia

Grantee's Mailing Address:

Lola Garcia
409 Zenon Moya
Edinburg, Texas 78542

Consideration:

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

Property (including any improvements):

All of Lot 29, PALMA SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 21, Page 71, Map Records in the office of the County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

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, 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.

JOSE GARCIA

SANDRA MENDOZA NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-12-2012

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on Febucary 11, 2011, by Jose Garcia.

Notary Public, State of Texas
My commission expires: 09-12-12

PREPARED IN THE OFFICE OF:

Terry Canales Attorney at Law, P.L.L.C.
2727 W. University Dr.
Edinburg, Tx 78539
Tel: (956) 316-2223
Fax: (956) 316-2229

AFTER RECORDING RETURN TO:

Lola Garcia
409 Zenon Moya
Edinburg, Texas 78542

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11489
Apr. 16, 2012

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

P1900-00-000-0029-00

[1] OWNER: GARCIA, LOLA

409 ZENON MOYA
EDINBURG, TX. 78539
Telephone No. 330-6677

[7] LEGAL DESC./NAME OF SUBDIVISION
PALMA LOT 29

[2] CONTRACTOR: SELF

LOCATION: 0 SCHUNIOR & ALAMO

[3] WATER SYSTEM: N AL

[8] SEWAGE: PUBLI

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

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 858 Sq. Ft.

[10] EST. COST OF CONST.: $24,000

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

[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'.

Prepared by — Date: 4-11-12

Approved by — Date: 4-13-12

Signature of Owner or Applicant — Date: 4/16/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	HUMBERTO REYNA	3-11692
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: MAY 15, 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
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956-968-4734
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 (3) 4

Application No: 3-11692
9/12/11

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

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	[illegible] Authorized Signature
Inspection/Permit No:	_____	3327-1350
Date Approved:	/ /	5/7/12

Name: Humberto Reyna

Address: 7125 W 6 Mile Rd.
Mission, TX 78574

Phone: (956) 342-4899

Water Supplier: Agua

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

Account/ESI No.: 100329894-

[ ] Temporary Pole [✓] Permanent Service

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

Texan Gardens Lot 17 Blk 9

[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
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 (3) 4

Application No: 3-11692
9/12/11

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 Humberto Reyna,

Known to me [*or* proved to me in the oath of _____ *or* through TCDL 12508318 (*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: Texan Gardens Lot 17 Blk 9."

[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."

Humberto Reyna (Signature)

SUBSCRIBED AND SWORN TO before me on May 3, 2012, to certify which, witnesses my hand and seal of office.

SANDRA A. CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

Sandra A. Cantu
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
3-11692
Sep. 12, 2011

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

T2200-00-009-0017-12

[1] OWNER: REYNA,HUBERTO
REYNA, GUSTABO
7125 MILE RD

Telephone No. 342-4124

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

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

[5] SIZE OF STRUCTURE: 820 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TEXAN GARDEN SUB LOT 17 BK 9
X-25

LOCATION: 0 WESTER NAD 6 MILE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

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

Special Conditions: No construction allowed over any easements.
FRONT 50' BACK 15' SIDES 6'
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATION
18" TOP OF CURB

Prepared by — Date: 9/12/11

Approved by — Date: 9/12/11

Signature of Owner or Applicant — Date: 9-12-11

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.

WARRANTY DEED

CONFORMS TO TEXAS STATE BAR FORM 2252 rev. 10-85

DOC# 381042

Date: April 8, 1994

Grantor: MOISES RODRIGUEZ and wife, AMELIA RODRIGUEZ

Grantor's Mailing Address (including county): 1306 Francisco
Mission, Texas 78572
Hidalgo County

Grantee: HUMBERTO REYNA

Grantee's Mailing Address (including county): Rt. 1, Box 100 GR
Mission, Texas 78572
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

Two tracts of land out of the North 11.0 acres of Lot 17, Block 9, TEXAN GARDENS SUBDIVISION, Hidalgo County, Texas, which two tracts of land are more completely described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes;

Reservations from and Exceptions to Conveyance and Warranty:
SAVE AND EXCEPT all oil, gas and other minerals;
SUBJECT TO all oil, gas and mineral leases of record;
SUBJECT TO easements for streets, alleys, utilities and irrigation;
SUBJECT TO easements, rules, regulations and rights in favor of Hidalgo Water Control and Irrigation District No. 16;
SUBJECT TO easements of record;
SUBJECT TO Zoning Ordinances of the City in which said property is located;
SUBJECT TO all Building Restrictions and Conditions of record;
SUBJECT TO reservation of easement for irrigation purposes over the South 20 feet of the North 50 feet of the herein described two tracts of land as reserved in a Deed dated February 23, 1988 recorded in Volume 2563, Page 358, Official Records of Hidalgo County, Texas;
SUBJECT TO taxes for the year 1992 and all subsequent years payment of which are expressly assumed by the grantee herein.

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 conveyance and 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 ON TITLE TO THIS PROPERTY

MOISES RODRIGUEZ

AMELIA RODRIGUEZ

STATE OF TEXAS
COUNTY OF HIDALGO

(Acknowledgement)

This instrument was acknowledged before me on the 14th day of April, 1994, by MOISES RODRIGUEZ and AMELIA RODRIGUEZ.

SHIRLEY K. BROWN
MY COMMISSION EXPIRES
May 19, 1996

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

(Corporate Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

Notary's commission expires:

AFTER RECORDING RETURN TO:
HUMBERTO REYNA
Rt. 1, Box 100 GR
Mission, Texas 78572
(512) 585-4864

PREPARED IN THE LAW OFFICE OF:
BROWN & OCHOA, ATTORNEYS
1207 Conway
Mission, Texas 78572
File No.: 1-92-3118

TRACT I:

A tract of land out of the North 11.0 acres of Lot 17, Block 9, TEXAN GARDENS SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 8, Pages 57-58, Map Records in the Office of the County Clerk of Hidalgo County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the North line of said Lot 17 for the Northwest corner hereof, said corner located South 81° 01' East 1065.0 feet from the Northwest corner of said Lot 17;
THENCE, continuing South 81° 01' East 129.0 feet along the North line of said Lot 17 to a point for the Northeast corner hereof;
THENCE, South 8° 59' West 330.0 feet to a point for the Southeast corner hereof;
THENCE, North 81° 01' West 129.0 feet to a point for the Southwest corner hereof;
THENCE, North 8° 59' East 330.0 feet to the place of beginning, containing 0.977 acre, of which the North 30 feet lie in Mile 6 North Road and the South 20.0 feet of the North 50.0 feet are reserved for an Irrigation Easement.

TRACT II:

A tract of land out of the North 11.0 acres of Lot 17, Block 9, TEXAN GARDENS SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 8, Pages 57-58, Map Records in the Office of the County Clerk of Hidalgo County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the North line of said Lot 17 for the Northwest corner hereof, said corner located South 81° 01' East 1194.0 feet from the Northwest corner of said Lot 17;
THENCE, continuing South 81° 01' East 129.0 feet along the North line of said Lot 17 to a point for the Northeast corner hereof;
THENCE, South 8° 59' West 330.0 feet to a point for the Southeast corner hereof;
THENCE, North 81° 01' West 129.0 feet to a point for the Southwest corner hereof;
THENCE, North 8° 59' East 330.0 feet to the place of beginning, containing 0.977 acre, of which the North 30.0 feet lie in Mile 6 North Road and the South 20.0 feet of the North 50.0 feet are reserved for an Irrigation Easement.

EXHIBIT "A"

AI-32131 **5. A.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Norma Martinez, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk:
Approval of March 2012 Monthly Fee Report.

BACKGROUND

Fee Report for the Month of March 2012 $495,899.84

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

District Clerk March 2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/30/2012 09:24 AM
Sylvia Solis	Sylvia Solis	05/01/2012 11:43 AM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Norma Martinez Started On: 04/30/2012 08:27 AM

Final Approval Date: 05/11/2012

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF MARCH 2012

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))

			# OF CASES				
DIVORCE & FAMILY LAW CASES	$ 16,355.00						
LESS: PARTIAL PAYMENT	$ (160.00)	$ 16,515.00	# 367	X $45.00	= $ 16,515.00	1100-207-20-000-051-0-000	$ 16,515.00
OTHER THAN DIVORCE/FAMILY	$ 20,455.55						
LESS: PARTIAL PAYMENT	$ (94.45)	$ 20,550.00	# 411	X $50.00	= $ 20,550.00	1100-207-20-000-052-0-000	$ 20,550.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))							
DIVORCE & FAMILY LAW CASES	$ 2,090.00						
LESS: PARTIAL PAYMENT	$ -	$ 2,090.00	# 418	FAMILY X $5.0(	= $ 2,090.00		
OTHER THAN DIVORCE/FAMILY	$ 4,430.00						
LESS: PARTIAL PAYMENT	$ -	$ 4,430.00	# 443	CIVIL X $10.00	= $ 4,430.00	1100-207-20-000-050-0-000	$ 6,520.00
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05			# 5	CASES	= $ 185.00		
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08..			# 756	CASES	= $ 31,752.00	1100-207-20-000-055-0-000	$ 31,937.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00						1100-341-10-090-011-0-000	$ 4,110.00

$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000

CLERK COST (GC 51.317(b)(1)&(b-1))	$ 38,661.55		
OTHER CLERK COST (GC51.317-319)	$ 36,556.20	$ 75,217.75	
TIME PAYMENT (LGC 133.103) @$10.00		$ 2,018.92	
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ 13,458.00	
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)		$ 351.46	
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ 1,618.42	
NSF CHECK FEE (LGC 118.141)		$ 90.00	
STOP PAYMENT CHARGE (LGC 118.141(b)(1)-(2))		$ -	
TOTAL CLERK'S FEES		1100-341-10-090-001-0-000	$ 92,754.55
INTEREST EARNED FOR THE MONTH OF MARCH 2012		1100-361-11-000-005-0-000	$ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)		1100-341-10-090-007-0-000	$ 508.66
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)		1100-341-10-090-008-0-000	$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00		1100-341-10-000-003-0-000	$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50		1100-341-10-090-002-0-000	$ 504.73
TIME PAYMENT (LGC 133.103) @ $12.50		1100-207-20-000-005-0-000	$ 2,523.65
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00		1100-341-10-090-003-0-000	$ 2,702.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00		1100-207-20-000-001-0-000	$ 2,711.27
MASTER COURT FEES (14.82gFC) @$7.00		1100-341-10-090-004-0-000	$ -
JURY FEES (CCP 102.004) @$30.00		1100-341-10-090-006-0-000	$ 6,241.28
PASSPORT EXECUTION FEE @$25.00		1100-341-10-090-013-0-000	$ 1,950.00
PASSPORT PHOTO FEE @$15.00		1100-341-10-090-014-0-000	$ 490.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00		1100-341-10-090-015-0-000	$ 4,666.00
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)		1100-341-10-090-016-0-000	$ 5,106.91
SHERIFF FEES (CCP 102.011) $ 33,263.33			
SHERIFF FEES (HCSO) $ 5,758.88		1100-342-10-090-001-0-000	$ 39,022.21
CONSTABLE FEES(CCP 102.011) PCT. 1		1100-342-10-291-000-0-000	$ -
PCT. 2		1100-342-10-292-000-0-000	$ -
PCT. 3		1100-342-10-293-000-0-000	$ -
PCT. 4		1100-342-10-294-000-0-000	$ -
PCT. 5		1100-342-10-295-000-0-000	$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)		1100-351-20-090-001-0-000	$ 26,223.64
FINES (LGC 113.004)		1200-351-10-090-000-0-000	$ 118,569.78
BOND FORFEITURES (CCP 22.16)		1200-352-10-090-001-0-000	$ -
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121(a))		1225-341-10-080-000-0-000	$ 5,500.00
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)		1241-341-10-090-001-0-000	$ 4,536.85
# _____ CIVIL FILINGS X $5.00 = $ 3,564.27			
# _____ FELON. CONV.X $5.00 = $ 972.58			
# _____ MISD.CONV. X $3.00 = $ -			
COUNTY RECORDS PRESERVATION (GC 51.708)		1238-341-10-090-001-0-000	$ 7,242.52
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)		1238-341-20-090-001-0-000	$ 9,204.71
# _____ CIVIL FILINGS X $5.00 = $ 4,751.27			
# _____ CRIM CONV. X $22.50 = $ 4,453.44			
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))		1235-341-10-090-000-0-000	$ 5,190.78
# _____ CIVIL FILINGS X $5.00 = $ 4,736.27			
# - CRIM FILINGS X $2.50 = $ 454.51			
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00		1239-341-10-090-001-0-000	$ 8,727.90
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00		1240-341-10-090-001-0-000	$ -
LAW LIBRARY FEES (LGC 323.023) @$30.00 AFTER 9/1/2011 @ $35.00		1247-341-10-090-001-0-000	$ 19,313.57

OTHER COURT FEES:

CRIMINAL CLERK FEE (CCP ART. 102.005)	$ 8,193.42		
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	$ 422.44		
CRIME STOPPERS - ADULT PROBATION DEPT.	$ 89.00		
MOTHERS AGAINST DRUNK DRIVING	$ 35.00		
WOMEN TOGETHER EMERGENCY SHELTER	$ -		
ESTRELLA'S HOUSE	$ -		
ATTORNEY AD-LITEM	$ 1,200.00		
SUBTOTAL		$ 9,939.86	
LESS: LAW ENFORCEMENT LAB COSTS		$ (422.44)	
LESS: CRIME STOPPERS		$ (89.00)	
LESS: MOTHERS AGAINST DRUNK DRIVING		$ (35.00)	
LESS: WOMEN TOGETHER EMERGENCY SHELTER		$ -	
LESS: ESTRELLA'S HOUSE		$ -	
LESS: ATTORNEY AD-LITEM		$ (1,200.00)	
TOTAL OTHER COURT FEES		1100-341-10-090-005-0-000	$ 8,193.42

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 2 OF 3
FOR THE MONTH OF MARCH 2012

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 25,331.81
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 60.00
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 75.00
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ 8.50
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 4.00
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 2.30
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 26.67
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 346.99
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 12.80
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 1.94

STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 1,004.58
TABC: @ $35.00		1100-207-20-000-020-0-000	$ 35.00
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 2,794.83
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 715.10
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 923.44
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 106.43
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ -
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 4,823.11
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 3,035.84
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 320.60
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 2,878.57
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 529.28
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 894.42
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - STATE - (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 301.34
FAILURE TO APPEAR - DISTRICT CLERK -(TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 60.26
FAILURE TO APPEAR - OMNI BASE - (TRANS. CODE 706.006-.007	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 90.40
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 495,899.84
			$ 505,330.13

TOTAL CASH RECEIVED			$ 505,330.13
LESS: AMOUNT PAID TO COUNTY TREASURER	$ 495,899.84		
AMOUNT DUE TO COUNTY TREASURER	$ -		
AMOUNT OVERPAID TO COUNTY TREASURER	$ -		
OTHER DISBURSEMENTS	$ 704.00		
TOTAL DISBURSEMENTS			$ 496,603.84
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT			$ 8,726.29

PROOF:

AMOUNT RECEIVED:		$ 7,938.30
AMOUNT LIQ.:		$ (704.00)
PARTIAL PAYMENT:	DISTRICT & FAMILY LAW CASES	$ (160.00)
PARTIAL PAYMENT:	OTHER THAN DIVORCE/FAMILY LAW CASES	$ (94.45)
PARTIAL PAYMENT:	INDIGENT LEGAL SERVICE FEE	$ -
CRIME STOPPERS (ADULT PROBATION):		$ 89.00
LAW ENFORCEMENT LAB COSTS (DPS):		$ 422.44
MOTHERS AGAINST DRUNK DRIVING		$ 35.00
WOMEN TOGETHER EMERGENCY SHELTER		$ -
ESTRELLA'S HOUSE		$ -
ATTORNEY AD-LITEM		$ 1,200.00
ADULT PROBATION:		$ -
SHORTAGE/OVERAGE		$ -
NET AMOUNT		$ 8,726.29

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF MARCH 2012

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	03/26/12	39539	$ 23,314.00	154597
CIVIL2)	03/26/12	39535	$ 53,888.90	154599
CIVIL3)	4/23/12	~~0~~ 40056	$ 55,222.31	~~0~~ 155391
CIVIL4)	4/27/12	~~0~~ 40057	$ 82,652.69	~~0~~ 155390
CIVIL5)	4/27/12	0 40055	$ 63,710.19	~~0~~ 155389
CIVIL6)	4/27/12	0 40054	$ 232.00	~~0~~ 155388
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)	04/24/12	40010	$ 280.00	0 155315
CRM1)	03/26/12	39536	$ 22,680.00	154595
CRM2)	03/26/12	39534	$ 32,005.00	154600
CRM3)	03/26/12	39540	$ 19,122.00	154598
CRM4)	03/26/12	39537	$ 39,240.00	154601
CRM5)	03/26/12	39538	$ 19,975.50	154596
CRM6)	4/29/12	~~0~~ 40052	$ 34,649.00	~~0~~ 155387
CRM7)	4/27/12	0 40033	$ 17,574.00	~~0~~ 155386
CRM8)	04/20/12	39542	$ 19,646.50	0 155316
CRM9)	4/27/12	40051	$ 11,707.75	~~0~~ 155385
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			$ 495,899.84	

PREPARED BY: V. Dominguez 4/25/12
BOOKKEEPER DATE

REVIEWED BY: Norma D. Mart 4/25/12
ACCOUNTANT DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

INTERNAL AUDIT

Milda Ventura 4/25/12
DISTRICT CLERK SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM ARS-DC-014, 01/2006

REVISED 2/09/12

AI-32142 **6. A.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:
1. From C/L of Old Blanca Rd & mile 9N go north 2,300' on the ES & WS- Bore- NAWSC; 3/4" service connection

BACKGROUND

Attachments

nawsc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/03/2012 08:00 AM
Roland Garcia	Rolando Garcia	05/03/2012 10:14 AM
Auditor's Office	Arcilia Duran	05/10/2012 01:56 PM

Form Started By: Rebecca Gomez Started On: 04/30/2012 04:10 PM

Final Approval Date: 05/10/2012

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 15th day of May, 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. From C/L of Old La Blanca Rd & Mile 9N go north 2,300' on the ES& WS- Bore- NAWSC 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-32169 **7. A.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct Number	Payer	Amt
S2982.00.000.0015.00	Ridge CBF McAllen II LLC	$2718.27
S2982.00.000.0015.00	Ridge CBF McAllen II LLC	$2720.16
S2982.00.000.0015.00	Ridge CBF McAllen II LLC	$20647.47
S3004.02.000.0004.00	Ridge CBF McAllen II LLC	$2596.47
S3004.02.000.0004.00	Ridge CBF McAllen II LLC	$2597.25
S3004.02.000.0003.00	Ridge CBF McAllen II LLC	$13196.70

BACKGROUND

Attachments

ridge cbf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/02/2012 08:32 AM
Perla Lopez	Perla Lopez	05/02/2012 03:52 PM
Auditor's Office	Arcilia Duran	05/10/2012 01:56 PM

Form Started By: Hilda Fuentes Started On: 05/02/2012 08:25 AM

Final Approval Date: 05/10/2012

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

April 30, 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.

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.S2982.00.000.0015.00	RIDGE CBF MCALLEN II LLC	$ 2,718.27
2.S2982.00.000.0015.00	RIDGE CBF MCALLEN II LLC	$ 2,720.16
3.S2982.00.000.0015.00	RIDGE CBF MCALLEN II LLC	$ 20,647.47
4.S3004.02.000.0004.00	RIDGE CBF MCALLEN II LLC	$ 2,596.47
5.S3004.02.000.0004.00	RIDGE CBF MCALLEN II LLC	$ 2,597.25
6.S3004.02.000.0003.00	RIDGE CBF MCALLEN II LLC	$ 13,196.70

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DC 3/15/12 J.C 4/24/12	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RIDGE CBF MCALLEN II LLC

Present mailing address *(number and street)*
8430 W BRYN MAWR STE 400

City, town or post office, state, ZIP code
CHICAGO, IL 60631

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND BUSINESS PARK LT 15

Step 2: Describe the property

Address or location of property:

623968

Account number of property:
S2982.00.000.0015.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	01/29 / 2010	$ 21518.14	$ 2718.27
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2718.27

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-2656-09-A

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized official

Date 4/26/12

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 3/12/12

3/13

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 3/15/12 J.C 4/26/12	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RIDGE CBF MCALLEN II LLC +

Present mailing address *(number and street)*
8430 W BRYN MAWR STE 400 +

City, town or post office, state, ZIP code
CHICAGO, IL 60631

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND BUSINESS PARK LT 15

Step 2: Describe the property

Address or location of property:

623968 +

Account number of property:
S2982.00.000.0015.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 +	01/31 / 2011	$ 21533.14	$ 2720.16
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2720.16 +

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-2656-09-A +

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized officer

Date 4/26/12

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date 3/12/12 +

3/13

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 3/15/12	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178		
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RIDGE CBF MCALLEN II LLC

Present mailing address *(number and street)*
8430 W BRYN MAWR STE 400

City, town or post office, state, ZIP code
CHICAGO, IL 60631

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND BUSINESS PARK LT 15

Step 2: Describe the property

Address or location of property:

623968

Account number of property:
S2982.00.000.0015.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2011	01/20 / 2012	$ 74146.74	$ 20647.47
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 20647.47

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-2667-11-D

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized officer

Date 4/26/12

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date 3/12/12

3/13

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 3/15/12	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178		
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RIDGE CBF MCALLEN II LLC *

Present mailing address *(number and street)*
8430 W BRYN MAWR STE 400 *

City, town or post office, state, ZIP code
CHICAGO, IL 60631

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND SERVICE CENTER #2 LT 4

Step 2: Describe the property

Address or location of property:

639132 *

Account number of property:
S3004.02.000.0004.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009 *	01/20 / 2012	$ 55249.92	$ 2596.47
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2596.47 *

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-2656-09-A *

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here ➡ Authorized officer

Date 4/26/12

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 3/12/12 *

313

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 3/13/12	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178		
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RIDGE CBF MCALLEN II LLC*

Present mailing address *(number and street)*
8430 W BRYN MAWR STE 400*

City, town or post office, state, ZIP code
CHICAGO, IL 60631

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND SERVICE CENTER #2 LT 4

Step 2: Describe the property

Address or location of property:

639132*

Account number of property:
S3004.02.000.0004.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010*	01/31 / 2011	$ 55266.03	$ 2597.25
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2597.25*

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-2656-09-A*

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here ➡ Authorized official

Date 4/26/12

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡

Date 3/12/12*

3/13

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 3/15/12	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178		
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RIDGE CBF MCALLEN II LLC

Present mailing address *(number and street)*
8430 W BRYN MAWR STE 400

City, town or post office, state, ZIP code
CHICAGO, IL 60631

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARYLAND SERVICE CENTER #2 LT 3

Step 2: Describe the property

Address or location of property:

639130

Account number of property:
S3004.02.000.0003.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2011	01/20 / 2012	$ 83118.55	$ 13196.70
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 13196.70

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-2668-11-C

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized officer

Date 4/26/12

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date 3/12/12

3/13

AI-32123 **8. A.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Michelle Mendoza Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into two (2) "Homebuyer Assistance Program" Contracts under the Home Program.

BACKGROUND

The applicants below have been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
JAVIER IBARRA & LEAH HERNANDEZ	FY 2011	$5,000	USDA	LOT 22 TOWER LANDING SUBDIVISION PHASE I ALAMO TX
BERTHA A ACEVEDO	FY 2011	$5,000	USDA	LOT 67 TOWER LANDING SUBDIVISION PHASE I ALAMO TX

Attachments

Approval/2 Homebuyer Assistance Program Contracts

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/27/2012 02:18 PM
Olga Garza	Olga Garza	04/27/2012 03:21 PM
Auditor's Office	Arcilia Duran	05/10/2012 01:56 PM

Form Started By: Mary Flores Started On: 04/27/2012 02:04 PM

Final Approval Date: 05/10/2012

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 *Javier Ibarra & Leah L. Hernandez.*("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 22 TOWER LANDING SUBDIVISION PHASE I, ALAMO, 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 $_____ ("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

_____

Javier Ibarra

_____

Leah L. Hernandez

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Javier Ibarra 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 Leah L. Hernandez 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 22 Tower Landing Subdivision Phase I, Alamo, HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

COUNTY OF HIDALGO

STATE OF TEXAS

URBAN COUNTY PROGRAM

HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this _____ day of _____2012, between the County of Hidalgo, State of Texas ("County") and *Bertha A Acevedo.*("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 67 TOWER LANDING SUBDIVISION PHASE I, ALAMO, 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 $_____ ("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

_____

Bertha A Acevedo

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Bertha A Acevedo 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 67 Tower Landing Subdivision Phase I, Alamo, HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

AI-32199 **8. B.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Eric/Irene Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of two (2) applicants in the Countywide area under the HOME Owner-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
Israel & Maria J. Garcia Deferred Loan - 20% Loan – 80% Reconstruction	CW 85 -11-03	Countywide Precinct # 1	HOME 2011	Lot 23, Block 2, Bar Subdivision, Unit 3, Hidalgo County, Texas
Angela Zuniga Deferred Loan - Elderly Reconstruction	CW 85-11-05	Weslaco Precinct #1	HOME 2011	A (2.21) acre tract out of a 40.00 Acre Tract of land of Farm Tract 283, the West and Adams Tract Subdivision, Hidalgo County Texas

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Utilizing Urban County HOME 2011 funds.

Attachments

Synopsis 2 Applicants (HOME)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/03/2012 08:02 AM
Perla Lopez	Perla Lopez	05/03/2012 11:02 AM
Auditor's Office	Arcilia Duran	05/10/2012 01:56 PM

Form Started By: Mary Flores Started On: 05/02/2012 04:37 PM

Final Approval Date: 05/10/2012

Housing Rehab Program

ENTITY: Countywide

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 Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since October 1998, 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

Angela Zuniga
CW #85-11-05

Family of two (2)
Applicant's age is 64, son 27

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$ 20.90
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 16,718.20
HUD Income Limits (family of 2):	$ 31,600.00

Existing Dwelling: 3 bedrooms frame home, built in 1988.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide

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 April 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:

Israel & Maria J. Garcia
CW 85-11-03

Family of one (3)
Applicant's age is 50, spouse 49, daughter 15

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	41%
Pay Back:	Deferred -20% & Loan- 80%
Number of Bedrooms:	2
Square Feet:	1187
Total annual household income:	$ 30,637.20
HUD Income Limits (family of 1):	$ 35,050.00

Pay back additional 1 bedroom in full

Existing Dwelling: 3 bedrooms brick/frame home, built in 1985

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-32260 **9. A.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. paying account for claims paid by Tristar Risk Management in the amount of $54,254.30 for the period of 04/16-30/2012 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Organization

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/08/2012 02:57 PM
Olga Garza	Olga Garza	05/10/2012 11:21 AM
Auditor's Office	Arcilia Duran	05/10/2012 11:24 AM

Form Started By: Flora Vazquez Started On: 05/08/2012 01:13 PM

Final Approval Date: 05/10/2012

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

May 1, 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: 89172

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 4/16-4/30/12 (Check#510166-510316) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	54,254.30
TOTAL CURRENT CHARGES	$ 54,254.30
Previous Balance Due	$ 39,249.74

Payments and Credits

05/01/12	Payment received - thank you	39,249.74CR
	Total Payments and Credits	$ 39,249.74CR
	Total Balance Due	$ 54,254.30

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 4/16-4/30/12

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:	86				12,571.46
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	186				41,682.84
					Grand Total:	272				54,254.30

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: April 16-30, 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 $ 54,254.30 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 04/16-30/2012

(Check# 510166-510316)

1). Hidalgo County	$ 41,682.84	
2). Hidalgo County Headstart Program	$ 12,571.46	
3). Community Service Agency		
4). Drainage District #1	$ -	$ 54,254.30

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 May 15, 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) $ 95,745.70

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 Vasquez — Employee Benefits Director — Date: 05/08/2012

Budget Officer — Date: 5/8/2012

Commissioner's Court Approval — Date

AI-31885 **10. A.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto and drafted by the Hidalgo County WIC program for "Medical Supplies" including the re-advertisement of project in the event no bids and/or rejection responses are received and project is still required RFB NO: 2012-053-00-00-MEG.

BACKGROUND

Current Contract expires on July 18, 2012
Proposed Schedule
1st advertisement: May 19, 2012
2nd advertisement:May 26, 2012
Bid Opening: June 06, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-001-2-607

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

BUDGETARY IMPACT:

Funds available as of 5/10/12 $17,711.56.

Attachments

Memo of approval
Draft Contract
Email from legal and other backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/02/2012 03:24 PM
Budget & Management	Merlen P. Munoz	05/02/2012 03:41 PM
Erika Zamora	Erika Zamora	05/10/2012 08:46 AM
Auditor's Office	Arcilia Duran	05/10/2012 09:29 AM

Form Started By: Elena Gomez Started On: 04/12/2012 11:08 AM

Final Approval Date: 05/10/2012

MEMORANDUM

To: Norma Longoria, WIC Director
Hidalgo County WIC Program
Attn: **Margarita Gonzalez** **via email: mague.gonzalez@wic.co.hidalgo.tx.us**

From: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Date: **April 03, 2012**

Re: Bid No: 2012-053-00-00-MEG Approval of Specifications for Hidalgo County WIC Program for "Medical Supplies"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: X YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 2.1292.441.00.350.001.2.607

Norma L Longoria — Norma L. Longoria — 4/4/2012
AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Monday, April 15, 2012 at 5:00p.m.

Enclosures

REQUIREMENTS AGREEMENT
C-12-053-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as **DATE** by and between **COMPANY'S NAME, a _____Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Medical Supplies,"** as further described in Exhibit "A" 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 **"Medical Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from ____to _____ with the option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the 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. 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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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.

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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: **NAME**
ADDRESS

.

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

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k. **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.

l. **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).

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 "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **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.

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EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

COMPANY'S NAME

By:_____
Printed Name:_____
Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:_____

DRAFT

EXHIBIT “A”
SPECIFICATIONS

DRAFT

EXHIBIT “B”
PAYMENT SCHEDULE

EXHIBIT “C”
INSURANCE REQUIREMENTS

DRAFT

Elena Gomez

From: rocio.villarreal [rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 1:05 PM
To: elena.gomez@co.hidalgo.tx.us
Subject: FW: C12-053-00-00-Medical Supplies-Draft Agreement

Importance: High

Sister it's good to go!

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 1:01 PM
To: rocio.villarreal@co.hidalgo.tx.us
Subject: FW: C12-053-00-00-Medical Supplies-Draft Agreement
Importance: High

Good job.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, April 26, 2012 12:59 PM
To: 'Martha Salazar'
Subject: RE: C12-053-00-00-Medical Supplies-Draft Agreement

The draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 12:21 PM
To: 'Steve Crain'
Cc: rocio.villarreal@co.hidalgo.tx.us
Subject: FW: C12-053-00-00-Medical Supplies-Draft Agreement
Importance: High

Mr. Crain:

Please review, correct and comment as to form.

Thanks,

Bid No: 2012-053-00-00-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"

BID OPENING DATE:

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

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** 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: **"RFB-2012-053-00-00-MEG- HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, Month, date, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2012-053-00-00-MEG-HIDALGO COUNTY WIC PROGRAM-MEDICAL SUPPLIES."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County..

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY WIC PROGRAM– MEDICAL SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
Admin. Technician II
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**_____ 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the

proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE**

RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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.

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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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 WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2012-053-00-00-MEG

To: 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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO. 2012-053-00-00-MEG

SCOPE OF SERVICES:

The County of Hidalgo is requesting bids from qualified vendors to furnish Medical Supplies to Hidalgo County WIC Program in accordance with specifications/requirements specified herein and including, but not limited to, the following:

SPECIFICATIONS:

1) Providing original manufacturer items.
2) All items will be on an "as-needed basis only" there is no guaranteed annual volume.
3) Stock the necessary material in order to be able to provide any item within 24 hours, as an Emergency.
4) All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

REQUIREMENTS:

1) SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID and with company's information and instructions (when The County is ready to return the samples).
2) Required delivery time shall be within (5) day's maximum from the date order is placed.
3) Bidder must have been in business for at least two years.
4) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
5) Bidder shall submit with bid, two (2) copies of their catalog(s) indicating the full line of medical supplies they intend to supply throughout the term of the contract.

RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

1) Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.
2) Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor

TERMS & CONDITIONS:

1) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms 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) 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.

5) Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6) 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.

7) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8) Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.

9) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

12) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13) Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items. For example, one bidder might offer sterile gloves that contain 100 per box in lieu of the desired 50 per box. Another bidder might be 25 per box. Hidalgo County may then evaluate the two (2) bids on a cost per glove basis. If a different packaging is offered, it must be stated. Otherwise the bidder must furnish that which is requested.

14) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

15.) All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

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.

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 is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, day, month date, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than day, month date, 2012 by 5:00 p.m.

DRAFT

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2012-053-00-00-MEG

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	UNIT PRICE	QUANTITY PER BOX	BOXES PER CASE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	$		
2	Band-Aids – Sterile (¾ x 3)	$		
3	Alcohol Preps	$		
4	Sharps Containers (14 Qt. Size)	$		
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)	$		
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)	$		
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)	$		
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)	$		
9	Cotton Glove Liners (12 per bag)	$		
10	Gauze (2x2- non sterile)	$		
11	Alcohol (16 oz.)	$		
12	Menu Tissue Paper (12x12) (sheet headrest without slit)	$		
13	Cotton tipped applicators (6"– non sterile)	$		

Bidder/Company Name: _____

Address: _____

City/State/Zip: _____

Phone No/Fax No: _____

Cell Phone No: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

AI-32075 **10. B.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Precinct 4:
Requesting approval & authority to enter into a 12 month monitoring agreement and execute required agreement with Perez, Jose R. d/b/a First State Security and Alarms through requisition #214717 $20.00/month ($240.00/annually). Effective dates of 5/1/12 - 4/30/2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-413

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

BUDGETARY IMPACT:

Amount available for requisition# 214717 as of 5-10-12 $240.00 for Perez Jose - dba First State Security & Alarms.

Attachments

Requisition #214717

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/03/2012 01:33 PM
Budget & Management	Merlen P. Munoz	05/03/2012 03:13 PM
Dale Kennan	Dale Kennan	05/10/2012 08:54 AM
Manuel Chapa	Manuel Chapa	05/10/2012 11:46 AM
Auditor's Office	Arcilia Duran	05/10/2012 02:10 PM
Martha Salazar	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Blanca Mayorga Started On: 04/25/2012 02:07 PM

Final Approval Date: 05/11/2012

Requisition

Req # 00214717

PO #

Date: 04/18/12

#32075 Consent 5/8/12

Bill To: x
x

Vendor : 177652

PEREZ, JOSE R.
D/B/A FIRST STATE SECURITY& ALARMS
3600 N. 23RD ST. SUITE #308
MCALLEN TX 78501
FAX (956)686-7171

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR R.
956-383-3112

Contract No:

Special Instructions:
PCT. REQ. #0629

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	CENTERAL STATION MONITORING FOR OFFICES AND SHOP LOCATED AT 1102 N. DOOLITTLE ROAD EDINBURG TEXAS 78542 FOR PERIOD COVERED: 05/01/2012 TO 04/30/2013 INCLUSIVE.	20.00	240.00
		****NOTE****VENDOR DOES NOT COME ON TO PRECINCT PROPERTY, MONITORING IS DONE FROM VENDOR'S LOCATION****		
		Account No	Encumbrance	
		2-1200-431-00-124-007-0-413	240.00	
			Freight	.00
			Total	240.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

FIRST STATE SECURITY AND ALARMS

3600 N. 23rd. Street
308
McALLEN, TX 78501
(956) 686-3502
1-877-465-3483

ALARM SYSTEMS

Valleywide License B-7076
Intercom • Stereo • Central Vacuum

ATTN: MR. R. MUNOZ

MONITORING AGREEMENT

1. This agreement made and entered into this 1ST day of MAY, 20 12 between **First State Security and Alarms AND** HIDALGO COUNTY PCT. #4 (hereinafter called "Subscriber"), of 1102 N. DOOLITTLE RD. EDINBURG, TEXAS, 78539

2. The Company agrees to provide monitoring and notification services for a MONTHLY fee of $20.00 ANNUALLY, due and payable in advance quarterly commencing on MAY 1ST.

3. The Company's sole obligation under this agreement shall be to monitor signals received by means of the Subscriber's electronic-protective system and to respond thereto by making every reasonable effort to transmit notification of the alarm promptly to the Police, Fire, or other authorities and/or the person or persons whose names and telephone numbers are set forth in the Notification Instruction or as same may be changed on written notification by the Subscriber from time to time, unless there is just cause to assume that an emergency condition does not exist.

4. The electronic-protective system at Subscriber's premises is not the property of the Company, and said system is to be kept in working condition by the Subscriber. The Company cannot be responsible, at any time, for its working condition or any failure of same.

5. The Subscriber shall properly set the electronic-protective system for the protection required. The Subscriber shall carefully test the electronic- protective system each time same is set and shall immediately report any inadequacy or failure of said system to the Company and to a service representative for repair.

6. The Company shall not be obligated to perform any monitoring service hereunder during any time when any necessary telephone equipment is not in working order since signals to Company are received solely by means of telephonic communication.

7. It is agreed that the Company is not an insurer and that the payment hereinbefore named is based solely upon the value of the services herein described and it is not the intention of the parties that the Company assume responsibility for any loss occasioned by malfeasance or misfeasance of the services under this agreement or for loss or damage sustained through burglary, theft, robbery, fire or other cause or any liability on the part of the Company, by virtue of this agreement or because of the relationship hereby established. Subscriber shall be responsible for obtaining their own insurance coverage for any of the above losses.

8. If the Company is found liable for any loss or damage due to its negligence or the failure to perform its obligations in this agreement, including installing, monitoring, repairing or taking over the system, in any respect at all, the Company's maximum liability will be $250.00.

9. The Company shall not be liable for any loss or damage to Subscriber or to third parties caused by defects of deficiencies in the electronic- protective equipment of any Subscriber nor shall the Company incur any liability for any delay in response time or non-response of Police, Fire, or other authorities, institutions or individuals notified by the Company, and Subscriber shall hold Company harmless therefrom and assume the risk for said loss or damage.

10. Company's liability under this agreement is limited to the repair or replacement of defective parts.

11. This agreement shall remain in full force and effect for a period of 12 months from the date of execution and shall be renewed annually thereafter for additional one year terms upon the same terms and conditions as herein contained unless said service is terminated by either party giving written notice to the other party within thirty days prior to the expiration of the original or additional annual term or unless terminated by provisions set forth in paragraph 12.

12. This contract may be cancelled by either party in the event that the premises are destroyed by fire, windstorm or other catastrophe so as to substantially damage the premises in a way that makes it impractical to continue service thereto.

13. The service fee specified herein may be changed by the Company after said agreement has been in effect for a period of at least 24 months. Said change shall be effective by Company giving Subscriber thirty days written notice prior to said adjustment in said service fee. Said service fee amount may be modified accordingly during the complete 12 month period. Should said increase be for a total of more than 15% over and above the existing rate at the time of said increase, then Subscriber may terminate this contract on the effective date of such adjustment.

14. This agreement shall be construed in accordance with the laws of TEXAS as are now in force and hereinafter amended.

15. This contract contains the entire agreement between parties hereto and cannot be altered without the written consent of both parties.

16. Company reserves the right for termination of services if contracted account is past-due more than 60 days from billing date. This is hereby agreed and accepted.

By: _____

Title: OWNER

Date: 05/01/12

SUBSCRIBER

X _____

By: Y _____

Date: X _____

Contract Number gd004593

AI-32116 **10. C.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Precinct No. 4-"Pit Run Caliche"-RFB No.: 2012-103-06-06-SGS, including the re-advertising of project in the event no bids/responses are received and/or are rejected and the project is still required.

BACKGROUND

1. Current contract will expire on: November 17, 2012
2. Contract will commence on: November 18, 2012
3. Proposed schedule of events:
   1st Advertisement: May 19, 2012.
   2nd Advertisement: May 26, 2012.
   Bid Opening Date: June 06, 2012.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 5-9-12 $73,115.01

As Needed Basis

Attachments

Procurement Packet-Draft-approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/02/2012 03:45 PM
Budget & Management	Merlen P. Munoz	05/02/2012 04:27 PM
Manuel Chapa	Manuel Chapa	05/09/2012 08:47 AM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Sandy Suarez Started On: 04/27/2012 09:11 AM

Final Approval Date: 05/11/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
APR 4 - 2012
By

MEMORANDUM

(Approval of Specifications)

TO: Commissioner Joseph Palacios,
Hidalgo County Precinct No. 4

ATTN: Marcos Lopez, Chief Administrator, **vía email: marcos.lopez@co.hidalgo.tx.us**
Gloria Beltran, Executive Assistant **vía email: gloria.beltran@co.hidalgo.tx.us**

CC: Rumaldo Munoz, Accounts Payable Specialist III **vía email: rumaldo.munoz@co.hidalgo.tx.us**

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: April 4, 2012

RE: **Approval or Disapproval of Specifications for: RFB No. -2012-103-00-00-SGS-Hidalgo County Precinct No. 4- "Pit Run Caliche"**

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE	✓	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS			☐

FUNDS AVAILABILITY: _____Yes / _____ No / _____

Other (specify) _____

BUDGET ACCOUNT #: 2-1200-431-00-124-007-0-731

Gloria A Beltran	Gloria A. Beltran	Pct 4	4/4/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, April 11, 2012 @ 10:00 a.m.

Enclosures

Bid No: 2012-103-06-06 Commodity Code: 750-14	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4

"PIT RUN CALICHE BASE"

BID OPENING DATE:
JUNE 06, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-PIT RUN CALICHE BASE** "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-2012-103-06-06-SGS-HIDALGO COUNTY PRECINCT NO. 4 – PIT RUN CALICHE BASE"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, JUNE 06, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2012-103-06-06-SGS- HIDALGO COUNTY PRECINCT NO. 4- PIT RUN CALICHE BASE."** 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. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

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 of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 4 –PIT RUN CALICHE BASE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 4
Rumaldo Munoz, Admin. Assistant
1051 N. Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. **Schedule of Events:**

Bid Opening, 9:30 AM	**JUNE 06, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation,

preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any 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 PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2012-103-06-06-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT NO. 4
REQUEST FOR BIDS

"PIT RUN CALICHE BASE"

BID NO.: 2012-103-06-06-SGS

Commodity Code: 750-14

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
Bid No. 2012-103-06-06-SGS

Commodity Code: 750-14

DRAFT

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for **"Pit Run Caliche Base"** for Hidalgo County Precinct No. 4. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All material purchased will be on an **"As Needed Basis"** by Precinct No. 4**.**

Specifications/Requirements:

1. Pit Run Caliche will be on an **"As Needed Basis"** only. There is no guaranteed annual volume. It shall be agreed and understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.
2. Bid will be based on the lowest bid per ton basis as listed on bid page form. (Exhibit "B")
3. Awarded bidder(s) **shall have on site** at the Bidder's Pit location(s), an electronic or manual scale with a minimum of 70 ft. in length.
4. When requested, samples shall to furnished free of expense to Hidalgo County.
5. In the event that the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions) the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
6. Location is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration, if material is picked up at the plant site.

TERMS AND CONDITIONS:

1.) The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year under the same price, terms, and conditions. Prices must remain firm during the contract period.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Terminated by County with thirty (30) days written notice.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) 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.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) It is expressly understood and agreed that in case Hidalgo county should need Pit Run Caliche Base not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

Further, Hidalgo County reserves the right to seek another vendor if at any time; vendor's prices do not conform to public pricing.

14) Testing may be performed at the request of Hidalgo County during the length of the contract through an independent testing laboratory.

15) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

16) **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost 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 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 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, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, MAY 30, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, JUNE 01, 2012 by 5:00 P.M.

DRAFT

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 4
REQUEST FOR BIDS

"PIT RUN CALICHE BASE"

BID NO.: 2012-103-06-06-SGS

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2012-103-06-06-SGS
Commodity Code: 750-14

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.

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Pit Run Caliche will be on an "**As Needed Basis**" only

	BUSINESS NAME	PIT LOCATION	PRICE PER TON
1			$
2			$
3			$
4			$
5			$
6			$

TERM: The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year, under the same price, terms, and conditions. Prices must remain firm during the contract period.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

INSURANCE REQUIREMENTS
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

REQUEST FOR BIDS

"PIT RUN CALICHE BASE"

RFB: 2012-103-06-06-SGS

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- ☐ OTHER TORY LIMITS	
					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 Commissioner's 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 Commissioner's 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
(CIQ FORM)

HIDALGO COUNTY COMMISSIONER
PRECINCT NO. 4
REQUEST FOR BID

"PIT RUN CALICHE BASE"

RFB No.: 2012-103-06-06-SGS

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-12-103-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____day of _____, **2012** by and between _____ _____("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pit Run Caliche Base" (on an as needed basis),** (the "Product") for **Hidalgo County Precinct No. 4**, 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 references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year term** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____ _____, **2012** and expire on _____**, 2013** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet 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.

DRAFT

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
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:

_____
_____
_____
_____

DRAFT

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

DRAFT

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.

DRAFT

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____, 2012

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

DRAFT

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 10:54 AM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: RE: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

Importance: High

Yes, Please!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, April 27, 2012 7:37 AM
To: 'Martha Salazar'
Subject: RE: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

The caliche and hauling contracts are fine. I did not review the specifications for either contract. If you want the specifications reviewed, let me know.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 5:23 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Importance: High

Mr. Crain:
Please review, correct (if necessary) and comment as to form.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 4:59 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; sandy.suarez@co.hidalgo.tx.us
Subject: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

Ms. Marty-

Please forward the attached, "working draft" Specs/Service Contract & Requirements Agreement to legal for their review and approval as to form for projects as set forth below:

1) **RFB# 2012-103-00-00-SGS – "PIT RUN CALICHE"-(ON CALL)-PCT 4**
2) **RFB# 2012-105-00-00-SGS – "HAULING SERVICES OF ALL ROAD MATERIALS (EXCLUDING HOT MIX)"-(ON CALL)-PCT 4**

Note: Approval of "drafts" are for approval of advertisement of the bidding process for both projects only.

Please advise.

Sandy Suarez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 4:42 PM
To: 'Sandy Suarez'
Subject: FW: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, April 27, 2012 4:27 PM
To: 'Martha Salazar'
Subject: RE: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

The revised specifications are fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 3:58 PM
To: 'Steve Crain'
Cc: 'Sandy Suarez'
Subject: FW: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Importance: High

Mr. Crain:
We complete your recommended changes to Specifications. Please review and comment.
Marty

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 3:18 PM
To: 'Martha Salazar'
Cc: 'Leticia Saenz'; 'Darlene Betancourt'
Subject: RE: Review & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

Ms. Marty,

Attached are the specifications with the recommended/ improvements for the Hauling Services of all Rd Material (excluding Hot Mix) and Pit Run Caliche. Please forward to Mr. Crain, for review and approval.
Thank you,

Sandy Suarez

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 11:50 AM
To: 'Sandy Suarez'; 'Leticia Saenz'
Cc: 'Darlene Betancourt'
Subject: FW: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Importance: High

Sandy Suarez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 27, 2012 11:50 AM
To: 'Sandy Suarez'; 'Leticia Saenz'
Cc: 'Darlene Betancourt'
Subject: FW: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Attachments: 02 Draft-Specs Pit Run Caliche.PDF; 01 Draft-C-12-103-00-00-Pit Run Caliche-Pct 4(Sandy).doc; 01 Draft-C-12-105-00-00-Hauling Svc of All Rd Mat (Ex Hot Mx)-Pct 4(Sandy).doc; 02 Drft Specs-Haulin of All Rd Mat (ex hot mix).PDF; "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-... (24.9 KB)

Importance: High

Ms. Letty: Attached is Mr. Crain's response to review and comment for contract documents.
Ms. Sandy: Here are the recommendations/improvements to specifications/requirements for:
Hauling: Scope of Services-Page 2-1st. sentence-insert (after word materials from awarded vendor pits identified herein to sites situated and located within) Hidalgo County….; and,
Specifications/Requirements-Page 2-1st. sentence-insert the same wording in the same place; Page 4-Item 6.) Delete second (2nd.) bullet and end the third (3rd.) bullet after the word notice and delete the rest.

Pit Run Caliche: Exhibit "A" Specifications-Page 3-Item 5-same as above for Hauling.

Thanks,
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 5:23 PM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)
Importance: High

Mr. Crain:
Please review, correct (if necessary) and comment as to form.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 26, 2012 4:59 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; sandy.suarez@co.hidalgo.tx.us
Subject: Revew & Approval of Draft Specs/Contracts for: "PIT RUN CALICHE BASE" & "HAULING SVC OF ALL RD MATERIAL (EX HOT MIX)"-PCT 4 (ON CALL)

Ms. Marty-

Please forward the attached, "working draft" Specs/Service Contract & Requirements Agreement to legal for their review and approval as to form for projects as set forth below:

1) **RFB# 2012-103-00-00-SGS – "PIT RUN CALICHE"-(ON CALL)-PCT 4**
2) **RFB# 2012-105-00-00-SGS – "HAULING SERVICES OF ALL ROAD MATERIALS (EXCLUDING HOT MIX)"-(ON CALL)-PCT 4**

5.) Any contract awarded to a successful bidder will be in effect until:

- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

delete Completely

delete this section

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) 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.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) It is expressly understood and agreed that in case Hidalgo county should need Pit Run Caliche Base not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

Further, Hidalgo County reserves the right to seek another vendor if at any time; vendor's prices do not conform to public pricing.

14) Testing may be performed at the request of Hidalgo County during the length of the contract through an independent testing laboratory.

15) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

AI-32133 **10. D.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to renew the letter of engagement services with Arbitrage Compliance Specialists, Inc. the first (1st year) of the three (3)-one (1) year extension as provided in the RFQ No: 2011-070-03-16-VYG for the "Arbitrage Calculation Services".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-19-115-020-0-339

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

BUDGETARY IMPACT:

Funds available as of 5-10-12

Attachments

Approval of Renewal

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/09/2012 10:47 AM
Budget & Management	Merlen P. Munoz	05/09/2012 11:45 AM
Ivan Cantu	Ivan Cantu	05/10/2012 02:11 PM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Vangie Garcia Started On: 04/30/2012 09:31 AM

Final Approval Date: 05/11/2012

Evangelina Garcia

From: Linda Fong [linda.fong@auditor.co.hidalgo.tx.us]
Sent: Tuesday, May 01, 2012 5:01 PM
To: 'Evangelina Garcia'
Cc: Raymundo Eufracio; Arcy Duran; Marcela "Becky" Luna
Subject: RE: C-11-070-06-21-Arbitrage Calculation Services With Arbitrage Compliance Specialists
Attachments: C-11-070-06-21-ARBITRAGE COMPLIANCE SPECIALISTS-HIDALGO COUNTY.PDF

Vangie,

Please proceed to request approval for the renewal of the contract with Arbitrage Compliance Specialists.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, April 30, 2012 8:36 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us; 'Linda Fong'; 'Arcy Duran'
Subject: C-11-070-06-21-Arbitrage Calculation Services With Arbitrage Compliance Specialists
Importance: High

Good Morning Mr. Eufracio and ladies:
Pursuant to page 4 under "Term Of Contract" of Exhibit A-Requirements of RFQ No: 2011-070-03-16, it stipulates a term for one year with option to renew three-one year terms. Agreement with Arbitrage Compliance Specialists is due to expire on June 20, 2012, therefore, I need to know if I can proceed ahead with the renewal of one year with the same requirements, so as to continue with the renewal procedure.

Appreciate your assistance on this matter and please call me should there be any questions.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@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

May 2, 2012

Arbitrage Compliance Specialists, Inc.
Attn: Doug Pahnke
5975 South Quebec Street, #205
Centennial, CO 80111

Via Email: Doug@RebateByACS.com

Re: ***Extension Of Letter Of Engagement-No: C-11-070-06-21 (Hidalgo County) And C-11-070A-06-21 (Hidalgo County Drainage District No. 1)***
"RFQ No: 2011-070-03-16-VYG-Arbitrage Calculation Services"

Dear Mr. Pahnke:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the letter of engagement services, a one (1) year of the three (3)-one (1) year as provided under RFQ NO: 2011-070-03-16-VYG for Hidalgo County and Hidalgo County Drainage District No. 1. Extension will be at the same rates, terms and conditions.

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, May 8, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, May 2, 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: 5/2/12

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

C-11-070-06-21

June 1, 2011

Hidalgo County, Texas
2802 South Business Hwy. 281
Edinburg, Texas 78539

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

The purpose of this letter is to propose the engagement of Arbitrage Compliance Specialist, Inc. ("ACS") to prepare arbitrage compliance computations as required by the United States Treasury, Internal Revenue Service ("IRS") for all tax-exempt debt issues of Hidalgo County ("County"). The engagement will include all services as indicated in ACS' response to RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services Scope provided as Exhibit A for reference. 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. Calculations performed under this agreement will be performed at ACS' office and the results of the calculations will be delivered by ACS to the County. This agreement shall become effective at the date of acceptance by the County and remain in effect until canceled. The County can terminate this Engagement with or without cause, with thirty (30) days written notice prior to cancelation. Listed below are the associated fees to complete this engagement:

FEE SCHEDULE

Arbitrage Rebate Fee Schedule – Per Issue

One Year Report (computation period of up to one year)	$1,350
Two Year Report (computation period of up to two years)	$1,875
Three Year Report (computation period of up to three years)	$2,400
Four Year Report (computation period of up to four years)	$2,925
Five Year Report (computation period of up to five years)	$3,450

Miscellaneous Fee Schedule – Per Issue

Recovery of Overpayment	$3,000

Pre-calculation and post-calculation services:	
On-site ACS team to transition the contract	Included
Training of the County's staff on strategies to help lower arbitrage rebate liabilities	Included
Arbitrage rebate calculation services:	
Yield reduction calculations	Included
Spending exception calculations	Included
Transferred proceeds analysis	Included
Universal Cap analysis	Included
Debt service testing	Included
Commingled funds	Included
Preparation of Form 8038-T	Included
Comprehensive discussions of the findings of each arbitrage calculation	Included
Attend the County's Board meetings	Included
Legal services:	
IRS audit support	Included
Pre-issuance election advice	Included

In conjunction with this engagement, we will provide the applicable report(s) opining to the arbitrage compliance liability for the tax-exempt debt and related services.

We appreciate the opportunity to provide assistance to help you comply with your IRS arbitrage compliance requirements. As always, if we may be of further assistance or if you have any questions, please do not hesitate to call us at (800)672-9993 x7526.

Very truly yours,

Arbitrage Compliance Specialists, Inc.

Doug Pahnke, Director, Vice President

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to arbitrage@rebatebyacs.com.

Accepted by - Signature | Date

Ramon Garcia | County Judge | Approved by Commissioners' Court on 6-21-11 rw

Accepted by – Print Name | Title

Hidalgo County

Organization

ATTEST:

Arturo Guajardo, Jr., County Clerk

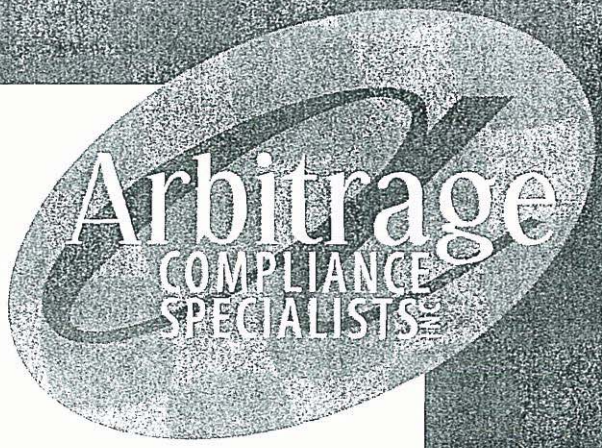
Approved As To Form:
ATLAS & HALL, L.L.P.

Stephen L. Crain

Approved By Commissioners Court: June 21, 2011

Exhibit A

Arbitrage Compliance Specialists Response to RFQ NO: 2011-070-03-16-VYG-Arbitrage Calculation Services



REQUEST FOR QUALIFICATIONS FOR

ARBITRAGE CALCULATION SERVICES
HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
2011-070-03-16-VYG

DUE: MARCH 16, 2011, 9:30 A.M.

PREPARED BY:
ARBITRAGE COMPLIANCE SPECIALISTS, INC.
2500 CITY WEST BOULEVARD #300
HOUSTON, TEXAS 77042-3014

www.RebateByACS.com
1-800-672-9993
printed on recycled paper

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Professional Liability Insurance	Tab 1

March 10, 2011

Ms. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 South Highway Business 281
Edinburg, Texas 78539

Dear Ms. Salazar and Members of the Selection Committee:

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present this proposal to provide Arbitrage Calculation Services to Hidalgo County and Hidalgo County Drainage District No. 1 (the "County"). All calculations will be completed in accordance with Section 148(f) of the Internal Revenue Code, as amended, and Treasury Regulations (the "Tax Code") and with the scope of services listed in the Request for Qualifications for Arbitrage Calculation Services, RFQ No: 2011-070-03-16-VYG (the "RFQ").

The County will be receiving RFQ responses from firms such as BLX, First Southwest, and the Bank of New York. Each firm's response will state that their firm is the most experienced arbitrage firm in the country – and ACS is no different. When evaluating our response please keep in mind that arbitrage calculations require extensive knowledge of governmental accounting, accounting allocation rules, as well as legal interpretations of the Tax Code. Simply put, an arbitrage calculation is a type of tax calculation and therefore, the most qualified professional to complete the tax calculation is a CPA. When reviewing the RFQ responses, please pay special attention to the individuals who will be performing the arbitrage calculations. You will find that many of the individuals within the organizations are not CPAs – yet these firms will state that they are the most qualified to compute a tax calculation.

What sets our firm apart from our competitors is that the County's calculations will be completed by a tax attorney and CPA who has over 24 years of experience in computing arbitrage liabilities. This means that the calculations are completed by a professional who is trained in accounting as well as tax law; the perfect combination for arbitrage calculations. Since our firm specializes solely in arbitrage calculations, our fees are often **30-40% less** than our competitors' fees. In addition, our firm provides services prior to issuance and after the bonds are final that are not offered by our competitors. A few highlights of our arbitrage compliance program are listed below:

- ACS provides an on-site team to collect all of the necessary documentation to transition the calculations to our firm at no cost to the County.
- Bond planning legal assistance
- IRS audit assistance
- On-site arbitrage and bond accounting rules training
- ACS will create an arbitrage rebate policy manual for the County's use (highly recommended by the IRS).

If you have any questions or would like to discuss the details of our proposal, you may contact me at (800) 672-9993 extension 7526.

Best regards,

Arbitrage Compliance Specialists, Inc.

Doug Pahnke, Director, Vice President

2500 City West Boulevard, Suite 300 • Houston • Texas • 77042
Phone: (800) 672-9993 • Fax: (800) 756-6505 • E-mail: doug@rebatebyacs.com
California | Colorado | Florida | New Jersey | Pennsylvania | Tennessee | Texas | Washington

1. UNDERSTANDING OF THE PROJECT

It is our understanding that the County is seeking a qualified arbitrage calculation service provider to perform arbitrage rebate, yield restriction/yield reduction, and spending exception calculations for the County's tax-exempt debt issues in compliance with the Tax Code. Calculations are to be performed on each fifth year filing date and on the final maturity date of each debt issue. Calculations will include construction/capitalized interest funds, cost of issuance funds, reserve funds, overfunded debt service funds, escrow funds and transferred proceeds.

ACS is to provide on-site services to include an initial organizational meeting, record retention training, and Tax Code training. ACS is to provide IRS audit/inquiry support by our team of CPAs and on-staff tax attorney.

The contract will be supported by our Houston, Texas office that will provide the following services:

- On-site ACS team to transition the contract
- IRS audit support
- Comprehensive discussions of the findings of each arbitrage calculation
- Pre-issuance election advice
- Training of the County's staff on strategies to help lower arbitrage rebate liabilities
- Attend the County's Board meetings

2. FIRM'S QUALIFICATIONS

Firm's history and number of years performing arbitrage calculations

Providing arbitrage rebate calculations since 1986: Our strong, debt-free financial positioning, coupled with a very low employee turnover ratio is indicative of a financially stable firm that will be able to service the County for decades to come. ACS has 14 employees that are dedicated to arbitrage rebate including a tax attorney, CPAs, financial managers, Directors, and technical computer hardware/software managers.

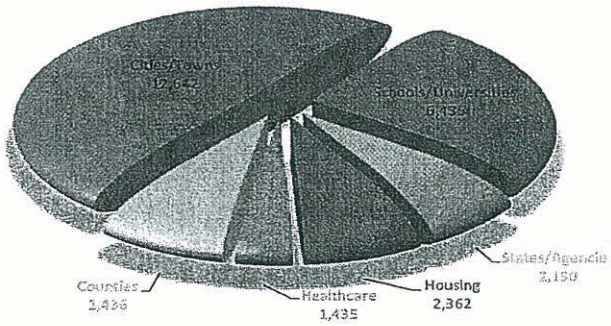
Advisor to the United States Congress on arbitrage rebate: Janet P. Sacks, Managing Director, President, started her arbitrage rebate career in 1986 while working for Price Waterhouse, the third largest accounting firm in the Country at that time. Due to her extensive expertise in governmental debt, Janet was requested by the United States Congress to take part in the Beryl Anthony Public Finance Commission. This bipartisan Commission resulted in the formulation of the arbitrage rebate calculation methodology we use today. Having been one of the first arbitrage rebate providers in the Country, ACS has grown to be known as the expert among experts, regularly providing arbitrage rebate interpretation, consultation and advice to clients as well as to professionals within the industry.

ACS is a privately held corporation whose practice has been calculating arbitrage liabilities for tax-exempt debt issuers since the inception of the 1986 Tax Code. Selecting our firm to begin this engagement with the County should instill confidence that each and every tax-exempt debt issue will be supported by the most qualified arbitrage rebate calculation firm in the Country. All calculations are opined by a licensed tax attorney and completed by seasoned accountants who are trained and educated in tax law interpretation, accounting methodologies, and arbitrage rebate minimization strategies. Our firm pledges the entirety of our accounting and legal expertise to ensure that the County will pay the lowest amount of arbitrage rebate liability allowable while adhering to the rules and regulations set forth in the Tax Code.

ACS provides services for over 1,500 municipalities across the United States and currently works with clients with active tax-exempt debt issues ranging from 1 to 250 bonds. We have absolute confidence that our firm possesses the available resources necessary to exceed the County's expectations. Since 1986, our practice has completed over 30,000 calculations for fixed rate and variable rate tax-exempt debt issues with varying investment structures such as swaps, letter

of credit agreements, guaranteed investment contracts, remarketing agreements, repurchase agreements, reimbursement agreements, flex repos, and forward delivery agreements.

30,000 CALCULATIONS COMPLETED SINCE 1986



Legal expertise: ACS is highly sought out by issuers and legal counsel throughout the Country. Our firm has distinctive legal and accounting experience with the arbitrage rebate regulations dating back to the inception of the 1986 Tax Code. ACS retains *on-staff* legal tax counsel services. As an added benefit to our clients, ACS' legal tax counsel services are included in our arbitrage rebate services at ***no additional cost.***

On-site training: ACS is committed to providing initial and ongoing support to our clients. The services that ACS will provide to the County at ***no additional cost*** before and after the arbitrage rebate calculations are performed are listed below:

- ACS team to transition the contract
- IRS audit support
- Comprehensive discussions of the findings of each arbitrage calculation
- Pre-issuance election advice
- Training of the County's staff on strategies to help lower arbitrage rebate liabilities
- Training of the County's staff on the accounting rules allowable under the Tax Code
- Attend the County's board meetings

IRS audit assistance: ACS has developed an unmatched, comprehensive knowledge of how the existing tax regulations are interpreted as well as how new financial instruments may be treated by the IRS. As an independent firm specializing **solely** in the field of arbitrage compliance, ACS is not involved in providing bond counsel services, financial advisory services, or investment services to municipalities, and therefore, the IRS has regarded our calculations as extremely reliable and free from any internal or external influence. We have developed a thorough understanding of the IRS' enforcement philosophy and tactics and we include initial preventative audit-proofing in our work product. ACS will defend our clients ***at no additional charge*** in the event of an IRS audit.

ACS' custom arbitrage rebate calculation system: The type of calculation method used will vary between different types of funds, i.e. project funds, debt service funds, reserve funds, and cost of issuance funds. ACS utilizes its integrated tax law and accounting expertise throughout the whole arbitrage rebate compliance process to select the accounting method that will compute the lowest permissible liability as allowed by law. The Tax Code allows numerous allocation methods in calculating arbitrage rebate. A few of the methods are listed below:

Project Funds:
- First in first out
- Last in first out
- Ratable allocations
- Specific tracing

Debt Service Residual Extraction:
- 100%
- Average excess
- Year end excess
- Excess over maximum annual debt service

Commingled Funds:
- Values of the debt issues
- Remaining maximum annual debt service
- Original principal

A majority of arbitrage firms use Microsoft Excel or an off-the-shelf arbitrage calculation software product to perform the arbitrage calculations. ACS has evaluated these systems and found that they are prone to errors and are severely restricted in the ability to compute arbitrage liabilities under various accounting methods. **ACS' custom arbitrage rebate software and experienced professionals will calculate the lowest allowable arbitrage rebate liability in the industry.** The Tax Code allows the use of dozens of different accounting and allocation methods, and ACS' custom-built software allows our accountants the ability to run and rerun the calculation under each of these methods. This unique and efficient system continually saves our clients millions of dollars each year in potential arbitrage payments.

Bond deadline tracking system: Key information from each debt issue is entered into our database system to track IRS filing deadlines and election requirements to ensure timely reporting. Information included in this system will be provided as an Arbitrage Rebate Summary as detailed below and illustrated on Page 17 of this response.

Bond facts
- Internal control number
- Debt issue name
- Issuance date
- Final maturity
- Subject to rebate
- Subject to yield restriction

Completed and future reports
- Description of report
- Type of report
- Report end date
- Liability

Notes/Recommendations
- Accounting modifications
- Liability reserves: 90% or 100%
- Spending exception elections
- Spending goals
- Yield restriction limits

Legal experience and expertise

Ira B. Sacks, CPA, Tax Attorney, Director: ACS is highly sought out by issuers and legal counsel throughout the Country because our firm has unique legal and accounting experience with the 1986 Tax Code. Ira is both a CPA and tax attorney and is regarded by the bond community as an "attorney for attorneys." Ira's extensive education and background includes Bachelor Degrees in Accounting, Finance, and Computer Science and Masters Degrees in Law, Taxation, and Business. ACS retains *on-staff* legal tax counsel services. As an added benefit to our clients, ACS' legal tax counsel services are included in our arbitrage rebate services at ***no additional cost.***

Member of the National Association of Bond Lawyers (NABL): Rebate compliance is a serious business and the Tax Code is a volatile and complex set of rules and regulations subject to frequent changes and constant re-interpretation. With the Tax Code evolving on a daily basis, it is imperative that an arbitrage rebate firm keep abreast of proposed regulations as well as current interpretations of the Tax Code. As a member of NABL, ACS is informed on a daily basis of all proposed and ultimately finalized changes to the Tax Code as well as the current IRS enforcement focus.

Independent tax counsel services: Arbitrage calculations require that that elections made within the bond issuance documents are analyzed to ensure that the Tax Code is properly applied. As a truly independent firm, not providing bond counsel or financial advisory services, our legal opinions and arbitrage calculations are regarded by the SEC and the IRS to be extremely reliable and free from influence. In audits conducted on our arbitrage calculations, the IRS has found our calculations to be 100% accurate. Throughout our firm's history, we have not had any adverse findings by the IRS. Audits and inquiries have been quickly closed, saving our clients extensive costs that are often associated with an audit.

Unmatched understanding of the Tax Code: ACS' experience in the arbitrage rebate industry, combined with our ability to offer on-the-spot legal advice, makes our firm stand out from our competitors. ACS has developed an unmatched, comprehensive knowledge of tax regulations, existing tax regulation interpretation, and the skills for determining how new financial instruments will be handled by the IRS to keep our clients in compliance with the Tax Code.

Legal opinion

Opinion issued by in-house tax attorney: Ira B. Sacks, CPA, Tax Attorney, Director personally certifies the legal opinion that the calculations were completed in accordance with the Tax Code and may be relied upon by the County in determining any liability payments to the United States Treasury.

Legal opinion: A majority of arbitrage rebate firms rely upon outside legal counsel services or subsidiary law firms with offices hundreds of miles away from the arbitrage rebate calculation office. To provide a creditable opinion, Tax Counsel is not only required to understand the financing of the bond transaction but is also required to understand how the funds were allocated and accounted in the arbitrage calculation. Arbitrage rebate calculations involve documents and data that

often reach into the thousands of pages. Such data creates interdependencies between bonds as in cases of common reserve and debt services funds. This can lead to additional documentation that may be overlooked if the legal opinion and rebate calculation are originating from separate locations. To ensure accuracy in our reports, ACS' legal opinion and arbitrage rebate calculations are performed in the same centralized office.

ACS provides a legal and CPA opinion with every arbitrage report; assuring that the work performed is consistent with the current federal tax and other applicable laws.

Office locations

~ Providing Arbitrage Services Since 1986 ~

Office locations: ACS has office locations throughout the nation in such states as: California, Colorado, Florida, New Jersey, Pennsylvania, Tennessee, Texas, and Washington. We understand that arbitrage rebate compliance is not part of the daily routine for the County's employees, and therefore, the County's contract will be supported by our Houston, Texas office. ACS is committed to providing initial and ongoing training of the County's staff to aid in the understanding of the Tax Code.

Day-to-day support:

Mr. Doug Pahnke, Director, Vice President
2500 City West Boulevard #300
Houston, Texas 77042-3014
P: (713) 899-1380
E: doug@rebatebyacs.com

a. Description of Personnel

Below is a list of the proposed project team for the County. All team members will report to Ira Sacks in a textbook heirarchial reporting structure. Follow-up communication will be provided via phone, fax and email. ACS believes in providing on-site periodic consultation visits with each of our clients and we feel communication is the key to enhancing our client relationships. By visiting with each client we are better suited to assess each client's current rebate compliance needs, and provide a budget structure to accomplish this compliance. We also present the most current information about the arbitrage compliance market, such as current IRS practices and reinterpretations of the Tax Code. Below is a list of the proposed project team for the County.

Ira Sacks, CPA, Tax Attorney, Director ***24 Years of Arbitrage Experience***	Ira will perform the initial legal review of the debt issuance and be available to the team as a legal expert throughout the calculation process.
Carol Huller, Director ***19 Years of Arbitrage Experience***	Carol will perform the arbitrage calculations utilizing her arbitrage rebate minimization experience to ensure the lowest possible rebate liability permitted by the Tax Code.
Doug Pahnke, Director ***11 Years of Arbitrage Experience***	Doug will be the County's day-to-day contact for the term of the contract. He will be monitoring the County's debt issues on our master database system and will keep the County abreast of the calculation progress.
Janet P. Sacks, Director ***24 Years of Arbitrage Experience***	Janet will perform the final review of the completed calculations ensuring compliance with the Tax Code.
Stacia Perrizo, Senior Manager ***9 Years of Arbitrage Experience***	Stacia will be responsible for report language and invoice review throughout the contract period.

b. Most Recent and Similar Projects for the Team Assigned to the County

ACS' experience and expertise: The typical arbitrage rebate engagement for most types of debt issues has some common elements and scope of services. ACS expertly handles all types of debt issues and complexities, such as: fixed rate bonds, variable rate bonds, short-term instruments, notes, forward purchase agreements, transferred proceeds allocation calculations, student loan bond issues, commercial paper, tax anticipation notes, tax revenue anticipation notes, bond anticipation notes, single family and multi-family housing bonds, cash funded reserves, uncommingling and accounting methodology as it relates to arbitrage compliance, investment valuation as it relates to arbitrage compliance, feasibility analysis of rebate exceptions, spending exception calculations for 6-month, 18-month and 2-year, and yield restriction calculations.

ACS proudly provides services for 1,500 clients across the United States. Additionally, ACS works with 535 clients in the State of Texas alone. ACS' vast experience working with Texas issuers is unmatched in the arbitrage industry. In fact, our first client dating back to 1986 was the YMCA of Greater Houston. By providing arbitrage rebate services in Texas for over 24 years, ACS has developed working relationships with Texas-based financial advisors, bond counsel firms and investment firms. Listed below are a few narrative descriptions of work performed by our firm:

Experience with Fixed Rate Bonds: City of Mission, Texas

Arbitrage compliance environment: The City of Mission issues various types of short and long term tax-exempt debt. A large portion of their debt pool consists of fixed rate general obligation bonds issued for the purpose of infrastructure improvements as well as refundings of prior debt issues. Fixed rate debt issues are comprised of different principal maturities bearing interest at fixed rates.

ACS' assistance: ACS calculates the bond yields for each of the fixed rate debt issues to result in the most correct arbitrage liability. Over the course of our engagement with the City of Mission, ACS has performed annual and filing year calculations, spending exception calculations and yield restriction/yield reduction calculations resulting from our bond yield calculations. We have also reviewed investment and accounting information and methods, performed allocation of common debt service funds, and provided various related consulting services.

Experience with Cash Reserves: City of Pearland, Texas

Arbitrage compliance environment: The City of Pearland's Common Reserve Fund is administered by a cash funded parity reserve fund which secures all issues. This common reserve is invested and accounted for collectively without regard to the source of the funds therein (a "commingled reserve").

ACS' assistance: ACS has provided all arbitrage compliance calculations for the City of Pearland for over 10 years. ACS determines the allowable allocation methodologies under the Tax Code to allocate the reserve ratably among each parity issue. ACS has performed an analysis of the allowable methods and models performance scenarios under these methods to determine which method produces the most favorable rebate results over the long run. This analysis requires reallocation of the reserve to each issue and calculation of arbitrage rebate for each issue. ACS has worked on 60 debt issues for the City of Pearland with a par value totaling $950 Million.

Experience with Water Drainage and Improvement District Bonds

Arbitrage compliance environment: Water drainage and improvement bonds issued by districts managed by a board of directors with the assistance of consultants.

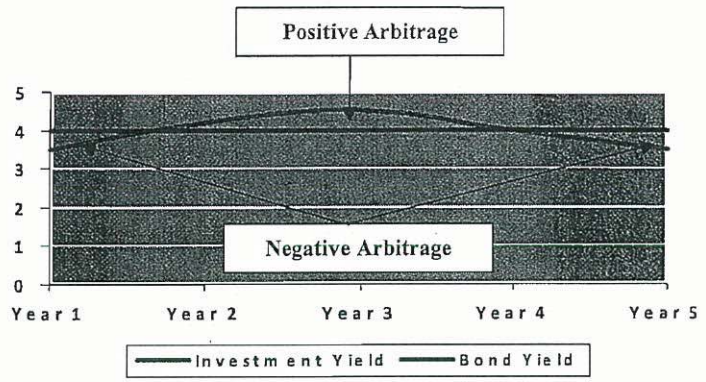
ACS' assistance: ACS currently works with over 350 Municipal Utility Districts in the state of Texas. ACS manages 1,465 bonds with a par value that exceeds $6.3 Billion. ACS manages these districts to ensure that each of these 1,465

bonds are compliant with the arbitrage rebate and yield restriction requirements. The law firms that ACS has been engaged by on behalf of the districts are listed below:

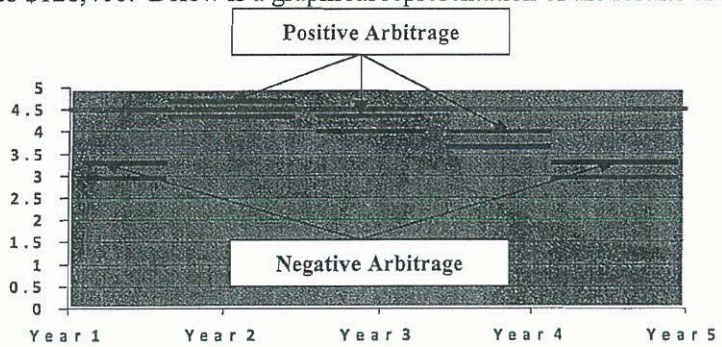
Fulbright & Jaworski LLP	Schwartz, Page, and Harding
Smith, Murdaugh, Little & Bonham, L.L.P.	Coats, Rose, Yale, Ryman & Lee, P.C.
David M. Marks, P.C.	Winstead P.C.
Jeanne H. McDonald, PC	Terrie Sechrist P.C.
Bacon & Wallace, L.L.P.	Strawn & Richardson, PC
Paul A. Philbin & Assoc., P.C.	Young & Brooks
Michael A. Cole, P.C.	Johnson Radcliffe Petrov & Bobbitt PLLC

Experience with Variable Rate Bonds

Variable rate bond computational system: Through our extensive knowledge of the Tax Code, ACS has developed a complex bond year slicing model used solely by our firm. ACS' bond year slicing model matches the bond yield and the investment yield in short incremental time spans that result in significantly lowering or eliminating an arbitrage rebate liability. An arbitrage rebate position for a variable rate bond using a standard computation process is graphically shown below:



In the graph above, the **black line** depicts the bond yield/interest cost of the bond. A variable rate debt issue's interest cost is in constant flux throughout the debt issue's life cycle. Only after combining all interest costs over a specified period of time does a cumulative single rate emerge. In the graph above, the bond yield was calculated to be an average 4% over this five year period. The **red line** depicts the rate of return on the investments. The difference between the red line and the black line is the computed arbitrage, or in this case, payment due to the IRS. In this real life example, the calculation resulted in a $650,000 liability. The bond yield and the interest rate earned on investments do not move in perfect harmony, yet there is a significant amount of correlation between the two rates. ACS' proprietary bond year slicing model breaks down the five year period into smaller blocks of time to significantly reduce or eliminate the difference between the bond yield and the investment yield. The result of using ACS' Bond Year Slicing Model lowered the liability from $650,000 to $128,400. Below is a graphical representation of the results of the bond year slicing model.



Client references

One reference of particular interest is the City of Mission. ACS was selected as the City's arbitrage calculation provider in 2009 and transitioned the contract seamlessly from the City's location, therefore saving the City time and money.

City of Mission, Texas
Ms. Janie Flores, Finance Director
1201 East 8th Street
Mission, Texas 78572
P: (956) 580-8683
E: jflores@mission.lib.tx.us
Description of work:
- Bond management – 37 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

Contract details:
- Contract period November 2009 – current

City of Pearland, Texas
Ms. Claire Manthei, Director of Finance
3519 Liberty Drive, 2nd Floor
Pearland, Texas 77581-5416
P: (281) 652-1671
E: cbogard@ci.pearland.tx.us
Description of work:
- Bond management – 82 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

Contract details:
- Contract period 1998 – current

City of San Antonio, Texas (Water System)
Mr. Sergio Molina, Manager Finance
P.O. Box 2449
San Antonio, Texas 72298-2449
P: (210) 233-3814
E: semolina@saws.org
Description of work:
- Bond management – 28 debt issues
- Recordkeeping management
- On-site data and record retrieval
- On-site training
- Arbitrage rebate reports

Contract details:
- Contract period September 2009 – current

City of Conroe, Texas
Mr. Steve Williams, Director of Finance
300 West Davis, Suite 230
Conroe, Texas 77305
P: (936) 522-3050
E: swilliams@cityofconroe.org
Description of Work:
- Bond management – 37 debt issues
- 5-year arbitrage rebate calculations
- Yield restriction reports
- Filing reports to the IRS
- Spending exception calculations

Contract details:
- Contract period July 2005 – current

City of Sugar Land, Texas
Mr. William Pena, CPA, Project Accountant
2700 Town Center Boulevard
Sugar Land, Texas 77479
P: (281) 275-2779
E: smp@sugarlandtx.com
Description of work:
- Bond management – 166 debt issues
- Forensic accounting
- Recordkeeping management
- Arbitrage rebate reports
- Reserve fund allocations
- Construction fund allocations

Contract details:
- Contract period 1998 – current

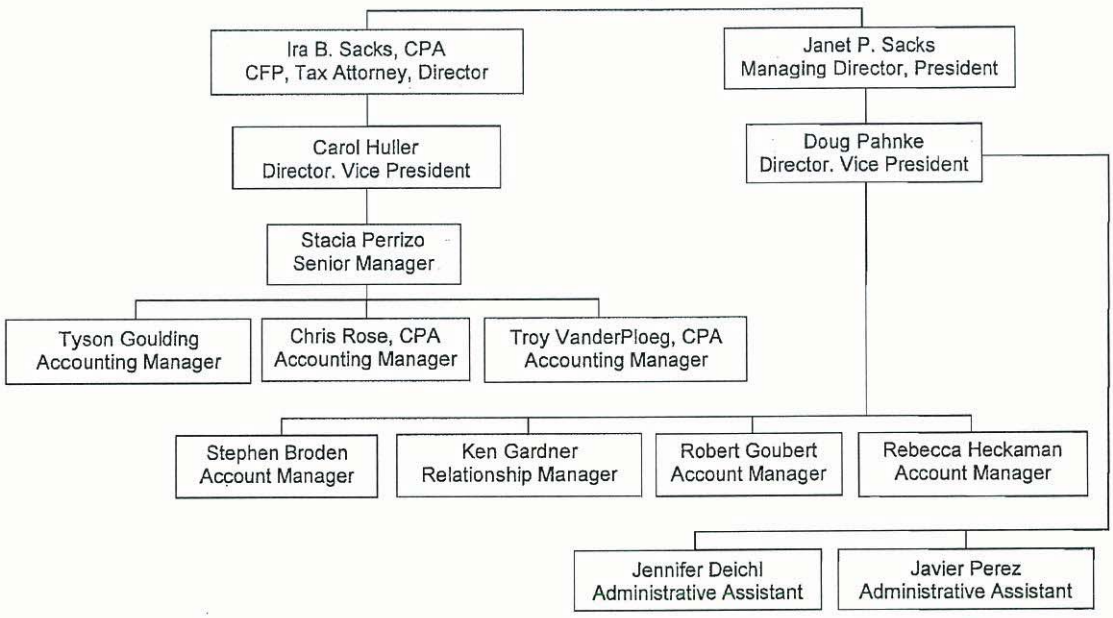
The Woodlands Joint Powers Agency, Texas
Ms. Sandy Treon, Accounting Manager
P.O. Box 7580
The Woodlands, Texas 77387
P: (281) 367-1271 x230
E: sandy@wjpa.org
Description of Work:
- Bond management – 60 debt issues
- Forensic accounting
- Recordkeeping management
- On-site data and record retrieval
- On-site training
- Arbitrage rebate reports

Contract details:
- Contract period August 2005 – current

3. PERSONNEL AND STAFFING

a. Organizational Chart

Key employees assigned to the County are highlighted in yellow.



b. Summary of Work Performed by Each Staff Member

ACS has selected 4 key team members from our 14 person staff to provide arbitrage consulting and compliance services to the County as listed below:

Day-to-day contact

ACS staff member: Mr. Doug Pahnke, Director, Vice President
Experience: 11 years

Mr. Pahnke was selected as the day-to-day contact for the County. He is available to attend the County's management meetings and provide on-site training seminars. These seminars will include one-on-one meetings with the County's accounting staff to discuss project progress and selecting the most beneficial accounting method in the early stages of the bond issuance with a goal of lowering the County's arbitrage rebate liabilities.

Pre-calculation analysis and calculation completion

ACS staff member: Mr. Ira Sacks, CPA, Tax Attorney, Director
Experience: 24 years

Pre-calculation analysis: Mr. Sacks will identify the relevant regulations and elections for each debt issue that will be used to compute the lowest arbitrage rebate liability as allowed by the Tax Code.

Calculation completion: Mr. Sacks will reconcile investment detail to each debt issue's source/use statement to ensure all gross proceeds have been accounted. We always include all funds that are subject to rebate in our

calculations including: cost of issuance funds, project funds, escrow funds, transferred proceeds, capitalized interest funds, reserve funds and debt service funds. The calculation will detail the rebatable arbitrage earned.

Report language and invoice review

ACS staff member: Ms. Stacia Perrizo, Senior Manager
Experience: 9 years

Ms. Perrizo will review the report language to ensure compliance with the Tax Code and will review the final invoicing to ensure compliance with the County's contract.

Technical review

ACS staff member: Ms. Janet P. Sacks, Managing Director, President
Experience: 24 years

Each ACS report is subjected to a rigorous review process to ensure the accuracy of our work. ACS' report and related documentation is examined for a final technical review to ensure the most favorable treatment of the Tax Code has been applied.

c. Contingency Plan for Alternative Staffing

ACS believes in promoting within our firm and all higher-level employees have served in the capacity of all of the positions below their current position. If an employee is on vacation, sick, or has an emergency, ACS reassigns their duties to the employee's supervisor. In the case of a Director reassignment, the backup would be to another Director. Listed below is ACS' alternative staffing plan for the County:

Employee Assigned	Tasks	Alternative Replacement
Doug Pahnke	Day-to-day support	Robert Goubert
Stacia Perrizo	Report and invoice proofing	Doug Pahnke
Ira B. Sacks	Legal interpretation	Janet P. Sacks
Ira B. Sacks	Arbitrage accountant	Carol Huller

d. Staff Resumes

Collectively, our firm's directors have educational backgrounds that include Masters' Degrees in Accounting, Business, Law, and Taxation as well as having the distinction of holding Certified Public Accountant Licenses. We have built our practice around a solid, unmatched foundation of accounting expertise, tax law interpretation, and arbitrage rebate minimization strategy. Resumes of the proposed project team are listed below:

24 Years
Arbitrage Experience

IRA B. SACKS, CPA, CFP, TAX ATTORNEY, DIRECTOR

Holds Masters Degrees in Jurisprudence, Taxation, and Business, Bachelor of Science Degrees in Accounting, Finance and Computer Science | Credited with the development and implementation of an industry-first, arbitrage rebate calculation software system | Renowned analytical acumen in selecting and applying a specific set of the Tax Code to minimize a client's rebate liability | Regularly provides arbitrage rebate interpretation, consultation and advice to IRS and SEC officials and NABL | Current member of NABL and subcommittee member of the General Tax Matters Committee

11 Years
Arbitrage Experience

DOUG PAHNKE , DIRECTOR, VICE PRESIDENT

Holds Bachelor of Science Degrees in Marketing and Finance, Masters Degree in Computer Science | Nationally recognized expert of the Tax Code | Coordinates the firm's IRS Audit Defense Team of accountants, legal counsel and arbitrage rebate employees to ensure favorable outcome for clients | Highly regarded instructor on topic of arbitrage compliance to government organizations, auditing firms and accounting firms throughout the nation | Adept at applying years of government accounting acumen to resolve problems and recreate incomplete, aged accounting records | CPA Candidate

19 Years
Arbitrage Experience

CAROL HULLER, DIRECTOR, VICE PRESIDENT

Holds Bachelor of Science Degree | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, bond year slicing optimization, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Highly regarded as an expert among experts, regularly providing arbitrage rebate interpretation, consultation and advice to clients and to professionals within the arbitrage rebate industry | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties

20 Years Experience
in Public Finance
and Government

KEN GARDNER, RELATIONSHIP MANAGER

Holds Bachelor of Science Degree from Seton Hall University in Business Administration/ Economics | Certificate in Government from Rutgers University | Certificate in Supervisory Management from the National Certified Public Managers Program | Brings over 10 years of experience in public finance, bond compliance and issuance representing clients from the State, County, Authority, Municipal, School District, and Hospital levels as well as over 10 years experience in government as an elected official and government employee | Served as Council President and Fire Commissioner in Woodbridge, New Jersey | Served as a manager of School Facilities Finance for the New Jersey Department of Education

24 Years
Arbitrage Experience

JANET P. SACKS, MANAGING DIRECTOR, PRESIDENT

Holds Masters Degrees in both Accounting and Finance | Industry Pioneer and original member of the Beryl Anthony Commission of Public Finance, the Congressional Committee responsible for the overhaul of 1986 Tax Code | Highly regarded in the field of arbitrage compliance and speaker for national agencies including the Internal Revenue Service, the Securities Exchange Commission, NABL, numerous government organizations as well as state and local Government Finance Officer's Associations | Reviews all calculations to ensure they are in compliance with the Tax Code

9 Years
Arbitrage Experience

STACIA PERRIZO, SENIOR MANAGER

Holds Bachelor of Arts Degree | Brings an excellent foundation from her years of financial audit experience as internal Financial Auditor for the Marriott Corporation | Member of the IRS Audit Defense team since 2002 | Primary focus is on the production and review of arbitrage rebate analysis, training new accountants, and analyzing financial trends to reduce or eliminate potential arbitrage rebate | Expertise in complex analytical work, including arbitrage rebate minimization strategies, common reserve allocations, and yield period optimizations

9 Years
Arbitrage Experience

ROBERT GOUBERT, ACCOUNT MANAGER

Brings a solid foundation in budgeting, forecasting, and profit/loss analyses as Profit Manager with the Marriott Corporation | Skilled at applying years of experience and government accounting knowledge to resolve problems and recreate incomplete, forensic accounting records | Highly regarded instructor on a national level covering arbitrage minimization, accounting requirements, investment tracking systems, and IRS audit-proofing procedures for GFOA, school business officials, and auditing firms | Responsible for training new account managers and overseeing team's report production as well as managing client relations

2 Years
Arbitrage Experience

TROY VANDERPLOEG, CPA, ACCOUNTING MANAGER

Holds Bachelor of Science Degree in Finance and Master of Science Degree in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Troy enters the initial information into our arbitrage software for a senior level staff member to complete the calculations

2 Years
Arbitrage Experience

STEPHEN BRODEN, ACCOUNT MANAGER

Holds Bachelor of Science Degree in Financial Management | Brings six years of experience in finance, accounting, and investments as a Bank Manager for Wachovia Bank | Works very closely with client's staff concerning investment practices, debt structures and accounting requirements to ensure compliance with the Tax Code, with a focus on minimizing costly rebate liabilities | Excels in developing and maintaining business relationships with clients | Excels in developing a full understanding of the client's debt programs

4 Years
Arbitrage Experience

TYSON GOULDING, ACCOUNTING MANAGER

Holds Bachelor of Science Degree in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Tyson enters the initial information into our arbitrage software for a senior level staff member to complete the calculations | CPA Candidate

2 Years
Arbitrage Experience

CHRIS ROSE, CPA, ACCOUNTING MANAGER

Holds both Bachelor of Science and Master of Science Degrees in Accounting | Extensive knowledge of interest rate swaps, parity reserve allocations, expenditure allocation analysis, universal cap compliance, variable rate bonds, and transferred proceeds analysis | Develops sophisticated cash flow models analyzing past and future investment earnings and eliminating client's risk of IRS fines and penalties | Chris enters the initial information into our arbitrage software for a senior level staff member to complete the calculations

4. REQUIRED CERTIFICATIONS AND SUBMITTAL

Ira B. Sacks	Attorney License	11490
Ira B. Sacks	Certified Public Accountant License	6950
Ira B. Sacks	Preparer Tax Identification Number*	P0124703
Troy Vanderploeg	Certified Public Accountant License	28963
Christopher Rose	Certified Public Accountant License	29050

***New registration requirements for arbitrage rebate providers:** Prior to December 31, 2010, the arbitrage rebate industry did not have governmental oversight. Regardless of an individual's education or qualifications, the individual was allowed to perform arbitrage calculations. Because of this lack of qualification in the arbitrage industry, the United States Treasury required firms to be registered with the IRS as of January 1, 2011. A registered arbitrage provider is required to have either a CPA's license, attorney's license, or must satisfy minimal testing requirements in order to legally calculate and submit arbitrage rebate and/or yield restriction payments to the IRS. Ira B. Sacks received his qualification through his CPA and Tax Attorney Licenses. *In reviewing the responses from other vendors, the County should take note of the qualifications of the individual(s) that have received their tax professional Preparer Tax Identification Number ("PTIN") and determine how many years of actual arbitrage rebate experience the individuals have.*

Many arbitrage rebate firms were in a rush to employ an individual by December 31, 2010 that would qualify for a PTIN. Such firms may have hired an attorney or a CPA with little to no experience in calculating arbitrage rebate in order to satisfy the new registration requirement.

Professional liability insurance is included in Tab 1 of this response.

5. SCOPE OF SERVICES

ACS performs pre-calculation work on all rebate computations, assuring that the relevant regulatory and technical expertise necessary to identify the lowest, legally permissible arbitrage rebate liability is applied.

No cost contract transition team: As part of the arbitrage rebate service contract, ACS' contract transition team will copy the necessary bond documents and completed arbitrage reports at the County's location. ACS provides this no cost service because we understand that switching from one vendor to another can create additional work for the County's staff. The County's involvement will be limited to directing ACS personnel to the location of the bond transcript books. Transitioning an arbitrage contract for 13 bonds can take upwards of 16 labor hours and by allowing our firm to transition the contract, the County will forgo the labor cost and inconvenience of copying the documents required to transition to our firm. ACS' transition team will require approximately 100 square feet of working space and the use of a copier for approximately one day to complete this transition. Our team is very conscientious and will not disrupt County personnel during the course of copying the necessary documents. Our calculations will incorporate the findings compiled by the County's previous provider in order to create a comprehensive arbitrage rebate report. Transition costs and other hardships typically placed on the County will be eliminated.

Arbitrage compliance programs

On-site training: We understand that arbitrage compliance is not part of the daily routine of the County's employees; therefore, the County's contract will be supported by our Houston, Texas office. The on-site services that ACS will provide to the County are:

- No cost contract transition team will be provided
- Comprehensive discussions of the findings of each arbitrage calculation
- Training of the County's staff on strategies to help lower arbitrage liabilities
- Training of the County's staff on the accounting rules allowable under the Tax Code
- Attend board meetings

Yield restriction requirements: ACS monitors each debt issue to ensure that it satisfies both the construction fund yield restriction requirements as well as the refunding escrow yield restriction requirements.

Full or partial payment advice: The arbitrage rebate regulations require that at least 90% of the liability is paid when due. However, if less than 100% of the liability is paid, the remaining unpaid liability may continue to increase due to the future value factor used to compute arbitrage rebate. ACS will evaluate if making a payment less than 100% of the liability due is in the best interest of the County. ACS will review certain factors such as: unspent fund balances, current earnings rates, and the future value factor.

Computational requirements

Legal analysis of bond documents: Our in-house tax attorney will analyze each bond structure to determine which bonds are subject to rebate, yield restriction, and applicable exceptions. ACS will issue a legal opinion to the County stating our findings. We will then determine IRS filing deadlines, extensions, and election requirements and enter this information into our database tracking system to ensure timely reporting.

Bond yield: ACS will compute the bond yield on each debt issuance to ensure accuracy. The Tax Code only allows one method to calculate the bond yield on fixed rate bonds; however, the Tax Code allows numerous methods to calculate the yield on variable rate bonds. As discussed on Page 6 of this response, ACS has developed a variable rate bond yield slicing model utilized to significantly reduce or eliminate arbitrage rebate payments for variable rate bonds. Our bond year slicing model has saved our clients millions in potential arbitrage rebate and yield restriction payments.

Gross proceeds: The ACS accountant will reconcile the investment detail to each debt issue's source/use statement to ensure all gross proceeds have been accounted. We always include all funds that are subject to rebate in our calculations including: cost of issuance funds, project funds, escrow funds, transferred proceeds, capitalized interest funds, reserve funds and debt service funds.

Investment records: As a national provider of arbitrage rebate services, ACS currently works with investment firms throughout the Country. ACS will contact the respective investment firm directly and have the investment statements sent to our firm for storage. Our statement storage program alleviates the need for our clients to track down old statements, copy them and mail them to our firm. Upon receipt of the monthly statements, ACS will review the data for completeness. If ACS discovers any inconsistencies, we will contact the County to discuss the entries while the transactions are still current and easily reconciled in the County's records. As correcting entries become aged, reversing those entries becomes more difficult and therefore requires more of the County's personnel time than is necessary.

Yield on the investments: Investment yield is calculated for each investment to assist in evaluating if each investment was attributing to a positive arbitrage rebate liability or negative arbitrage rebate liability. Rate of return information will identify which investments are underperforming and may be exchanged for higher yielding investments to maximize the overall rate of return on the investment portfolio. Rate of return is also calculated for all investments in aggregate.

Unmatched understanding of the Tax Code: ACS' experience in the arbitrage rebate industry, combined with our ability to offer on-the-spot legal advice, makes our firm stand out from our competitors. ACS has developed an unmatched, comprehensive knowledge of tax regulations, existing tax regulation interpretation, and the skills for determining how new financial instruments will be handled by the IRS to keep our clients in compliance with the Tax Code. The Tax Code is riddled with legal uncertainties and ambiguities. These ambiguities are not made easier since arbitrage rebate regulations have undergone four major changes, as indicated in bold type in *Figure 1* below, and numerous minor regulatory changes since 1986.

Figure 1:

1986 Arbitrage Rebate Requirements, Section 148, issued 8/31/86
1989 Temporary Regulations, issued 5/15/89
Amended on 4/25/91
1989 Spending Exception Regulations
1992 Final and Proposed Regulations, issued 5/18/92
Amended on 9/30/92
Amended on 10/5/92
1993 Final Regulations, issued 7/1/93
1998 Amendment to Small Issuer Exception, issued 1/1/98
2002 Amendment to Small Issuer Exception, issued 1/1/02
2007 Amendment to Safe Harbor Rules, issued 1/1/07
2009 Amendment to Computational Credits, issued 1/1/09

Arbitrage rebate calculations are dependent upon the year of issuance and the set of regulations that were effective at the time of issuance. Therefore, a thorough knowledge of each and every regulatory change since that time is mandatory to accurately compute the lowest permissible liability as allowed by law. Ira Sacks' daily involvement in the arbitrage calculation process ensures that the arbitrage exemptions and elections are correctly applied to compute the lowest permissible arbitrage rebate liability.

Perform computations every five years and upon maturity: Data is entered into our rebate calculation software and the rebate, yield restriction/yield reduction or spending exception/penalty calculations are performed. Throughout the data entry phase, the ACS accountant confers with our tax attorney concerning any unusual circumstances surrounding the data. Compliance with the Tax Code is essential to the calculations and services ACS performs for our clients. Each calculation will be performed on our proprietary arbitrage rebate software.

Methodology in completing calculations: As an integral and important part of ACS' arbitrage rebate services, we utilize our vast and extensive experience by first identifying various allowable alternative methods, which may lower the rebate liability on each bond issue and then research, evaluate and apply the most advantageous option. As an example, there are numerous accounting and allocation rules such as: pro-rata, first-in, first-out, last-in, first-out, or specific tracing of funds, all contained within the Tax Code. These methods provide a degree of flexibility in allowable treatments of investment/expenditure of bond proceeds that serve as our input into the rebate calculation process. ACS will use its years of experience and large knowledgebase to apply these rules and select the best method or combination of methods to minimize the County's aggregate rebate liability.

Each report and related supporting documentation will be subject to examination by ACS' tax attorney for final technical review to ensure the most favorable treatment of the Tax Code. ACS' reports include an executive summary, investment information as well as recommendations as outlined below:

Executive summary:

- CPA certified and legal professional opinion that the calculations were completed in accordance with the Tax Code and may be relied upon by the County in determining the liability payments to the United States Treasury.
- Investment yield – the overall cumulative yield for all investments.
- Arbitrage rebate liability
  - 100% arbitrage rebate liability
  - 90% arbitrage rebate liability – the Tax Code only requires that at least 90% of the liability be paid upon reaching a filing date.
  - Bond yield – to ensure accuracy in our reports, ACS will recalculate the bond yield using the source documents received since the entire arbitrage rebate calculation is based on the bond yield.

Investment information:

- Investment yield is calculated for each investment to assist in evaluating if each investment was attributing to a positive arbitrage rebate liability or negative arbitrage rebate liability.
- Rate of return information will identify which investments are underperforming and may be exchanged for higher yielding investments to maximize the overall rate of return on the investment portfolio.
- Rate of return is also calculated for all investments in aggregate.

Recommendations:

- Future filing due dates
- Accounting method modifications – ACS will provide recommendations on alternative accounting methods that may be employed to reduce the arbitrage rebate liability.
- Liability reserves – amount of funds to be reserved for upcoming arbitrage filings
  - ACS will analyze the current fund balances, investment yields, yield trends, and future value factors and provide recommendations on whether to submit 100% of the arbitrage liability or 90% of the liability.
- Spending exception elections
- Yield restriction limits

IRS reporting requirements

Complete Form 8038-T and reports: ACS will prepare and distribute a signature ready IRS Form 8038-T for payment of arbitrage rebate or yield restriction to include detailed filing instructions. The forms and returns will be attached to the supporting calculations and will include transferred proceeds allocations.

Provide a written report: Each report will include supporting documentation and will include a legal professional opinion that the calculation methodology used is consistent with current tax laws and regulations and may be relied upon by the County in determining the liability payments to the United States Treasury.

Determine correction/penalty amount: If a correction amount is due, ACS will determine that amount due to include any penalty amount. In the history of our firm, ACS has not missed a deadline that resulted in a correction or penalty amount due.

Recovery requests/IRS refunds: ACS has completed hundreds of refund requests for clients. Requesting a refund from the IRS requires an extensive amount of documentation to be gathered and formatted to expedite processing the refund. Since the IRS completes a mini-audit on both the past completed arbitrage rebate reports as well as the bond structuring, the information submitted to the IRS needs to be evaluated by ACS carefully before presenting the information to the IRS. For example, bond structuring investments have recently been scrutinized by both the IRS and the SEC concerning swap agreements and cancellations, forward purchase agreements, escrow funds supported by open market securities, and guaranteed investment agreements. These investment and hedge transactions were often not sold for market rates and created arbitrage positions that placed the municipalities' debt at risk of losing their tax-exempt statuses. Before submitting a refund to the IRS, ACS will identify the risk level of submitting bond information to the IRS and discuss our findings with the County. ACS' goal is to not only calculate the lowest arbitrage rebate but to also keep the County out of harm's way in regard to the IRS and SEC inquires.

Record retention: ACS will retain all records received by the County for the life of the bond plus three years.

IRS audits: ACS has been assisting our clients with audits for over 24 years. We not only deliver initial preventative "audit-proofing" in our work product for clients, but also provide all necessary IRS follow-up procedures as outlined below:

Step One: Determine if the audit was random or targeted

- On-staff tax attorney reviews audit details
- If the audit was targeted, ACS would research the NABL database to determine if other audits were issued under similar circumstances.
- Evaluate the finding from similar audits

Step Two: Determine the risk to the County

- ACS will evaluate:
  - Investments, swaps, repurchase agreements, guaranteed investment contracts, or other financial instruments that have been known to evoke IRS attention.
  - The structure of the debt issue.
  - The accuracy of past arbitrage providers' calculations (if applicable).

Step Three: ACS will formulate the answers to the IRS audit and act as legal representative to shield the County from direct exposure to the IRS inquiry to ensure that all responses are properly formulated to reduce the County's exposure to penalties.

Step Four: If ACS determines the bond under audit may have exposure, ACS' legal and accounting team will confer with the County's Bond Counsel, Financial Advisors and other related parties to strategize on how to lower the amount of the exposure to the minimum level. If allowable, ACS will re-compute the arbitrage rebate or yield restriction liability and perform other calculations deemed necessary to assist the County in reducing or eliminating any financial penalties that the IRS may impose.

Who better to defend the County in an IRS audit than a firm that has both 24 years of accounting and legal acumen in the arbitrage rebate industry?

Bond tracking system: Key information from each debt issue is entered into our database system to track IRS filing deadlines and election requirements to ensure timely reporting. Information included in this system will be provided as an Arbitrage Rebate Summary as detailed below:

Arbitrage Compliance Specialists, Inc.
Phone: (800) 672-9993
Fax: (800) 756-6505
www.rebatehyacs.com

ARBITRAGE REBATE SUMMARY

City of XYZ

Friday, July 16, 2010

BOND FACTS									COMPLETED			FUTURE	
Ctrl #	PAR	Bond Issue	Date Issued	Final Maturity	Subject to Rebate	Subject to Project Yield Restriction	Temp. Period 1½ yr.	Minor Portion	Report Description	Type	End Date	Liability	Type	End Date
1.00	$5,597,326.65	Unlimited Tax Refunding Bonds, Series 1989	11/21/89	03/01/00	Yes	No			Arbitrage Rebate Calculation	Final	03/01/00	($102,005.83)		
2.00	$1,675,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 1993	05/19/93		No	No								
3.00	$1,465,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 1994	10/20/94		No	No								
4.00	$2,780,000.00	Unlimited Tax Refunding Bonds, Series 1996	09/11/96	03/01/08	Yes	No			Arbitrage Rebate Calculation	Final	03/01/08	($58,145.83)		
5.00	$3,060,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2000	08/30/03		No	No								
6.00	$5,515,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2001	08/22/01	03/01/26	Yes	No			Arbitrage Rebate Calculation	05th Year	08/22/06	($134,861.13)	10th Year	08/22/11
6.10	$3,180,000.00	Bond Anticipation Note, Series 2001	12/11/01	09/19/02	Yes	No			Arbitrage Rebate Calculation	Final	09/19/02	($4,944.68)		
7.00	$6,340,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2002	09/19/02	03/01/27	Yes	Yes	09/19/05	$100,000.00	Arbitrage Rebate Calculation	05th Year	09/19/07	($173,782.84)	10th Year	09/19/12
									Project Yield Restriction Calculation	05th Year	09/19/07	($14,445.53)		
7.10	$10,110,000.00	Bond Anticipation Note, Series 2002	09/23/02	09/19/03	No	No								
8.00	$2,655,000.00	Unlimited Tax Refunding Bonds, Series 2002	11/20/02	03/01/17	Yes	No			Arbitrage Rebate Calculation	05th Year	11/20/07	($50,614.31)	10th Year	11/20/12
9.00	$19,440,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2003	09/10/03	03/01/28	Yes	No			Arbitrage Rebate Calculation	05th Year	09/10/08	($389,714.21)	10th Year	09/10/13
9.10	$9,965,000.00	Bond Anticipation Note, Series 2003	10/30/03	10/01/04	No	Yes	10/30/05	$100,000.00						
10.00	$21,250,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2004	11/04/04	03/01/29	Yes	Yes	11/01/07	$100,000.00	Arbitrage Rebate Calculation	05th Year	11/04/09	($139,446.48)	10th Year	11/04/2013
10.50	$12,835,000.00	Bond Anticipation Note, Series 2004A	12/01/04	11/20/05	No	Yes	12/01/07	$100,000.00						
10.75	$10,388,716.83	Refunding Bond Anticipation Note, Series 2004	10/01/04	11/20/04	No	No								
11.00	$33,780,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2005	08/04/05	03/01/30	Yes	Yes	08/01/08	$100,000.00	Arbitrage Rebate Calculation				05th Year	08/04/10
12.00	$16,850,000.00	Waterworks and Sewer System Unlimited Tax Bonds, Series 2006	06/22/06	03/01/30	Yes	Yes	06/22/09	$100,000.00	Arbitrage Rebate Calculation				05th Year	06/22/11

Additional services provided to the County

Providing an efficient, cost-effective means of calculating rebate: In addition to providing arbitrage calculation fees of approximately 30-40% lower than the industry average, ACS will provide services to cover the entire life cycle of each debt issue starting with the preliminary planning stage of a debt issue and ending with investment records storage for three years after the bonds have matured. The additional services ACS will provide are listed below:

- **No cost transition team:** ACS will provide a transition team to copy the bond documents and prior calculations at the County's location. The County's involvement will be limited to directing ACS personnel to the location of the bond transcript books. This process will be performed at ***no cost to the County.***

- **Automatic distribution of bond documents through the closing process:** As debt is issued in the future, ACS will work directly with the County's bond counsel to receive documents directly, eliminating the need for the County's personnel to copy the documents.

- **Monthly data transmissions:** Upon receipt from the investment firm, ACS will review the data for completeness. If ACS discovers any inconsistencies, we will contact the County to discuss the entries while the transactions are still current and easily reconciled in the County's records. As correcting entries become aged, reversing those entries becomes more difficult to implement and therefore requires more of the County's personnel time than is necessary.

- **On-site training classes:** ACS is committed to providing initial and ongoing training of the County's staff to aid in the understanding of arbitrage rebate. Our support and training includes comprehensive discussions of each arbitrage calculation, training on strategies to help lower arbitrage rebate, and training concerning the rules of arbitrage rebate accounting.

- **Pre-issuance advice:** ACS has performed over 30,000 arbitrage rebate and yield restriction calculations for tax-exempt debt issues over the past 24 years. Over this time, we have seen complications that can arise based on elections made by municipalities during the pre-issuance stage of the debt. Such complications have the potential to create high arbitrage rebate liabilities. We find that in many cases, the arbitrage rebate payments may have been reduced or eliminated if these issuers had consulted with ACS during the pre-issuance stage of the debt issue. ACS' practice is committed to providing pre-issuance election advice to our clients to assist in lowering or eliminating arbitrage rebate payments made to the IRS.

- **Create an arbitrage rebate policy manual:** In 2008, the IRS announced that a review of tax-exempt debt issuers' arbitrage compliance policies would be added to their audit processes. In response, ACS' tax attorney and team of accountants developed a comprehensive policy manual that includes a summarized explanation of the arbitrage rebate requirements as well as a model of best practices to ensure compliance with the Tax Code. The policy manual is provided to all of our clients and is tailored to meet the specific accounting structure and process flow of each client.

ARBIT-1 OP ID: AP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/11

PRODUCER	970-249-6661	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.	
Western Group Inc - Montrose 540 East Main PO Box 788 Montrose, CO 81402 Alex Perez		INSURERS AFFORDING COVERAGE	NAIC #
INSURED Arbitrage Compliance Specialitst, Inc. 5975 S Quebec St // Suite 205 Greenwood Village, CO 80111		INSURER A: State Auto Insurance	41653
		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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	BOP261747000	07/18/11	07/18/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BOP261747000	07/18/11	07/18/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Those usual to the Insured's operations

CERTIFICATE HOLDER HILDAGO

County of Hildago
Purchasing Department
2812 South Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 Alex Perez

ACORD 25 (2009/01)

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Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 21, 2011

_____

_____

_____

Re: **HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**
Request For Qualifications:
"Arbitrage Calculation Services-Hidalgo County and Hidalgo County Drainage District No. 1"

RFQ No: 2011-070-03-16-VYG

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/vyg

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
"ARBITRAGE CALCULATION SERVICES"
RFQ No: 2011-070-03-16-VYG

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 9 pages.
3. Requirements, Exhibit A and Additional Specifications, consisting of 10 pages.
4. Evaluation Criteria, Exhibit B, consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 4 pages.
6. Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 1 page.
7. Participant's Affidavit, Exhibit E, consisting of 1 page.
8. Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

February 21, 2011
Date

RFQ No: 2011-070-03-16	Contract's Manager: Vangie Y. Garcia	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County and Hidalgo County Drainage District No. 1
Edinburg, Texas

ARBITRAGE CALCULATION SERVICES
MARCH 16, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ NO: 2011-070-03-16-VYG**

1. **Sealed Statements of Qualifications** will be received for **"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO.1",** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Submitters may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of all RFQs are required, with the submitters name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"REQUEST FOR QUALIFICATIONS NO: 2011-070-03-16-VYG-ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTICT NO. 1"** and in County's Purchasing Department, 2802 S. Hwy. Business 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, March 16, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ: 2011-070-03-16-VYG-ARBITRAGE CALCULATIONSERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 .**

   Hidalgo County and Hidalgo County Drainage District No.1 reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County and Drainage District.

   WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, March 9, 2011 *at 5:00 p.m.* Responses will be sent to all applicants via facsimile by Friday, March 11, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. 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 submitter, or to reject all RFQs and re-advertise.

4. For work to be performed at a County-owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Submitter should take field dimensions and note all circumstances which affect the RFQ.

5. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

6. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Submitters shall acknowledge receipt of all addenda as a part of their RFQ.

7. County reserves the right to accept or reject any or all RFQs.

8. Costs are to be net F.O.B. destination, County Prepaid.

9. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

10. 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 an RFQ 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.

11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

12. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

13. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office **(For Hidalgo County)**
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

Hidalgo County Drainage District No.1
Godfrey Garza
1902 North Doolittle Road
Edinburg, Texas 78542

14. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**March 16 , 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

15. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient~~ bid ~~bond in the amount of five percent of the total contract price. A~~ bid ~~bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

16. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

17. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

18. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

19. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

20. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;

    - Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

21. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

22. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

23. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

24. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

infringement, and the like, arising out of the goods or services provided by successful proposer.

25. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for QUALIFICATIONS shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

26. 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.

27. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

28. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

29. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications for
Hidalgo County and Hidalgo County Drainage District No. 1
"ARBITRAGE CALCULATION SERVICES"
RFQ NO: 2011-070-03-16-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Submitter acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Submitter understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Submitter:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY and
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

REQUEST FOR QUALIFICATIONS

"ARBITRAGE CALCULATION SERVICES"
RFQ NO:2011-070-03-16-VYG

Hidalgo County is inviting statements of qualifications from qualified arbitrage firms to provide arbitrage calculation services. The County of Hidalgo is seeking to enter into an arbitrage calculation services contract(s) with a qualified state-(Texas) arbitrage consulting firm(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"HIDALGO COUNTY-ARBITRAGE CALCULATION SERVICES REQUEST FOR QUALIFICATIONS"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M. March 16, 2011. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the **"ARBITRAGE CALCULATION SERVICES"** selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:

RFQ NO: 2011-070-03-16-VYG

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, March 9, 2011, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, March 11, 2011, at 5:00 P.M**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective February 17, 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that is it stamped with date and time by the County Purchasing Department staff.

SIGNING OF QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year with the County's option to renew for three (3)-one (1) year terms, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications and Proposal:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm(s) Qualifications:
The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

- Qualified firm must have a minimum of (5) years experience with arbitrage rebate compliance services;
- Qualified firm must have an office located in Texas;
- A description of the firm's personnel and their most recent similar projects.
- A minimum of at least five (5) such projects with federal, state or local governments in the past three (3) years.

- A minimum of three (3) client references for whom the same type work was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing:
The participant should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal:
This section will contain any licenses and certifications as required by Hidalgo County, the State of Texas, etc. The firm(s) should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit "C"-Insurance Requirements contained herein

SCOPE OF SERVICES:
The firm selected will be required to perform all services, duties customarily and usually performed with respect to the type of work listed above for services the County of Hidalgo. **(Please refer to Additional Specifications and Requirements)**.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL:
The fee will be negotiated based on the scope of work and services.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by (Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County request for qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFQ.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) day's written notice prior to cancellation.

Hidalgo County and Hidalgo County Drainage District No. 1
Arbitrage Calculation Services
RFQ NO: 2011-070-03-16-VYG

Additional Specifications and Requirements

SCOPE OF SERVICES:

The firm selected will be required to perform arbitrage calculations for Hidalgo County and Hidalgo County Drainage District's current certificates of obligation issues and any new issues that may be added during the term of the contract.

Hidalgo County's outstanding issues currently include:

1.	Certificates of Obligation, Series 2001	$25,675,000.00
2.	Certificates of Obligation, Series 2002	$20,910,000.00
3.	Certificates of Obligation, Series 2004	$32,250,000.00
4.	Refunding Bonds, Series 2005	$51,640,000.00
5.	Certificates of Obligation, Series 2006	$38,770,000.00
6.	Refunding Bonds, Series 2006	$ 2,180,000.00
7.	Refunding Bonds, Series 2007	$26,415,000.00
8.	Certificates of Obligation, Series 2009	$24,280,000.00
9.	Certificates of Obligation, Series 2009A	$ 6,995,000.00
10	Certificates of Obligation, Series 2009B&C	$12,225,000.00
11.	Certificates of Obligation, Series 2010A&B	$27,850,000.00

Hidalgo County Drainage District No. 1 outstanding issues currently include:

1.	Unlimited Tax Improvement Bonds, Series 2007	$28,000,000.00
2.	Unlimited Tax Improvement Bonds, Series 2008	$72,000,000.00

1. Arbitrage Compliance Program

Firm will establish a program to ensure Hidalgo County and Hidalgo County Drainage District No. 1 is in compliance with all arbitrage rebate requirements contained in Section 148 of the Internal Revenue Code of 1986 (as revised) and related Treasury Regulations. As part of this compliance program the Firm will serve as a resource to all parties involved, explaining the requirements of the Code and Regulations and providing practical solutions to problems as they occur. The Firm will provide constant interaction with the County and the Drainage District provide the following additional services:

- Assist the County and the Drainage District in understanding the computational and reporting requirements of the Code and Regulations as they currently exist and facilitate their understanding of changes as they occur.

- Be knowledgeable of the rules regarding expiration of temporary periods and be prepared to assist County and the Drainage District in monitoring yield-restricted funds, which may be invested.

- Assist the County and the Drainage District, on a rebate installment date, in evaluating whether a full or partial payment of the rebate liability should be paid.

2. Computational Requirements

Firm will compute the arbitrage rebate that is most advantageous to Hidalgo County and Hidalgo County Drainage District No. 1 using computational methods that comply with arbitrage regulations.

- Review all applicable bond documents including tax or arbitrage certificate, official statement and other related documents.

- Compute the arbitrage yield on the bonds in accordance with the regulations and revise such computations in the event that events occur subsequent to delivery of the bonds, which would require recomputation.

- Identify, and separately account for, all "Gross Proceeds" (as last term is defined in the Treasury Regulations) of the bond issue, including those requiring allocation analyses due to "transferred proceeds" and/or "commingled funds" circumstances.

- Obtain the necessary information related to investments, including expenditure detail; or investment detail; and/or interest earnings.

- Compute the yield on the earnings of the gross proceeds of the issue.

- Firm must be familiar with all of the various regulations to determine which regulations to apply in order to compute the lowest lawful arbitrage liability amount.

- Perform computations of rebatable arbitrage at least once every five years and as of the date all bonds of the issue are retired.

- Provide an executive summary and opinion identifying the methodology employed, major assumptions, conclusions, and any recommendations for changes in record keeping and investment policy. The opinion provided must state that all work performed is consistent with Federal Tax Law and other applicable law.

3. Internal Revenue Service Reporting Requirements

Firm will serve as the interface between the County, Drainage District and the Internal Revenue Service. Firm must be knowledgeable of the reporting and documentation requirements associated with compliance of the arbitrage rules and perform the following duties:

- Complete Internal Revenue Service Form 8038-T and any other necessary reports so that only a signature is required prior to filing on either an installment computation date or final installment date.

- Provide a written report supporting the computations to the County and the Drainage District.

- Determine the correction amount and the penalties associated with any installment failure as required.

- Assist in applying for permitted refunds for certain overpayments in the event the County and the Drainage District overpays the amount of rebatable arbitrage for an issue.

- Maintain complete records supporting the computations of rebatable arbitrage for a period of not less than six years after the final maturity of all bonds of an issue.

- Assist the County and the Drainage District, as necessary, in responding to any inquiries or audits by the Internal Revenue Service related to the computations performed by the rebate calculation agent.

- Maintain a tickler system, which monitors critical deadlines, calculation due dates, rebate exception dates, and expiration of temporary periods.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ARBITRAGE CALCULATION SERVICES

RFQ No. 2011-070-03-16-VYG

EVALUATION CRITERIA

HIDALGO COUNTY
"ARBITRAGE CALCULATION SERVICES"
RFQ NO: 2011-070-03-16-VYG

RFQ Evaluation Criteria

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Firm's Qualification/Experience of Firm (0-40)

The firm's should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. The provider shall designate experienced legal staff to completely and efficiently perform the work.

2. Firm's Understanding Project and Approach to Scope of Service (0-35)

The firm shall designate availability of specialized legal expertise related to arbitrage calculation services to or within the firm in order to completely and efficiently perform the arbitrage services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. Firm's References and Similar Engagements (0-25)

The firm should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

SOQ EVALUATION FORM
"ARBITRAGE CALCULATION SERVICES-HIDALGO COUNTY"
RFQ NO:2011-070-03-16-VYG

SOQ- EVALUATION FORM **Point Range** **Score**

1. Firm's Qualifications/Experience of Firm **0-40** _____

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform he contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. The provider shall designate experienced legal staff to completely and efficiently perform the work.

Comments/Rationale for Points:_____

_____

2. Firm's Understanding of Project and Approach to Scope of Service **0-35** _____

The firm shall designate availability of specialized legal expertise related to arbitrage calculation services to or within the firm in order to completely and efficiently perform the arbitrage services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

Comments/Rationale for Points:_____

_____

3. Firm's References and Similar Engagements **0-25** _____

The firm should provide as much background information as to it's experience in providing similar services to County, City or any other governmental agencies. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

Comments/Rationale for Points:_____

_____

TOTAL SCORE: _____

FIRM: _____

Name of Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2011.

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: ____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. 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.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

AI-32174 **10. E.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Cooperative Agreements:
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact at this time. Purchases are on an "as needed basis" and funding needs to be identified by user dept depending on type of service and/or good required by user depts.

Attachments

B&H

CAMACHO

TXMAS-Conduit Language Specialists

Updated COOP Vendor's List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/09/2012 03:09 PM
Budget & Management	Merlen P. Munoz	05/09/2012 04:43 PM
Ivan Cantu	Ivan Cantu	05/10/2012 02:53 PM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Tanya Delira Started On: 05/02/2012 10:12 AM

Final Approval Date: 05/11/2012

Product Search

HOME ABOUT BIDDERS MEMBERS

VENDOR DETAILS

TIPS/TAPS HOTLINE
(866) 839-8477

TIPS/TAPS FAX
(866) 839-8472

OR EMAIL US

NOT A MEMBER?
BECOME ONE TODAY!

POTENTIAL BIDDERS

Printer Friendly Version

TIPS Vendor: B & H Photo Video Pro-Audio

Serving States: AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA |

Contract Information: Contract Type: Regular Contract Number: 6121809

Contract Expiration Date: 12/18/2012 Commodity: Classroom and Teaching Aids

Service/ Product Description: Classroom and Teaching Aids

Website: http://www.bhphoto.com

Vendor Contact(s):

Name: Joseph Lepowitz
Position: Bid Officer
Phone: 212-239-7500 x2631
Fax : 212-239-7759
Mobile :
E-Mail: josephl@bhphoto.com

Name: Samuel Zinger
Position: Account Manager
Phone: 212-239-7503 x 2639
Fax : 212-239-7759
Mobile :
E-Mail : samuelz@bhphoto.com

Purchase Order Requirements: Fax all PO's to 866-839-8472. Write "TIPS ORDER" on all PO's.

FAX or MAIL ALL Purchase Orders to:

Address: PO Box 1894
City: Mount Pleasant
State: TX
Zip: 75456
FAX: 866-839-8472

Federal ID Number:

Payment to:

Address: 420 Ninth Ave.
City : New York
State: NY
ZIP : 10001

TIPS/TAPS Contact:

Name : Kim Thompson
Phone : 866-839-8477
Fax : 866-839-8472
E-mail : tips@reg8.net
Mobile : 903-243-4789

MWBE/HUB Status: No

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Product Search

HOME ABOUT BIDDERS MEMBERS

VENDOR DETAILS

TIPS/TAPS HOTLINE
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OR EMAIL US

NOT A MEMBER?
BECOME ONE TODAY!

POTENTIAL BIDDERS

Printer Friendly Version

TIPS Vendor: Camacho LLC

Serving States: LA | TX

Contract Information: Contract Type: Regular Contract Number: 1032212

Contract Expiration Date: 03/22/2013 Commodity: Trades, Temporary Labor and Materials

Service/ Product Description: Camacho LLC is a full service demolition company. We are also licensed in the state of Texas for asbestos and lead abatement

Website: http://www.camachorecycling.net

Vendor Contact(s):

Name: Julian Camacho
Position: Business Mgr
Phone: 361.364.9047
Fax : 361.364.2067
Mobile :
E-Mail: julian@camachorecycling.net

Name: Allan Moore
Position: Project Mgr
Phone: 361.364.9047
Fax : 361.364.2067
Mobile :
E-Mail : allan@camachorecycling.net

Purchase Order Requirements:

FAX or MAIL ALL Purchase Orders to:

Address: PO Box 1894
City: Mount Pleasant
State: TX
Zip: 75456
FAX: 866-839-8472

Federal ID Number:

Payment to:

Address: 4506 White Oak
City : Corpus Christi
State: TX
ZIP : 78410

TIPS/TAPS Contact:

Name : Kim Thompson
Phone : 866-839-8477
Fax : 866-839-8472
E-mail : tips@reg8.net
Mobile : 903-243-4789

MWBE/HUB Status: Yes

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Window on State Government

Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

CONDUIT LANGUAGE SPECIALISTS
Contract TXMAS-11-738II020

On-Line Catalog/Order Processing

TRANSLATION SERVICES

Corporate Office:
CONDUIT LANGUAGE SPECIALISTS, INC.
5050 BRYAN STATION ROAD
LEXINGTON KY 40516
USA

Send PO to:
CONDUIT LANGUAGE SPECIALISTS
5050 BRYAN STATION ROAD
LEXINGTON KY 40516
USA
Vendor ID: 19547809236

Invoice From:
CONDUIT LANGUAGE SPECIALISTS
5050 BRYAN STATION ROAD
LEXINGTON KY 40516
USA
Vendor ID:

Delivery:	SPECIFIED ON TASK ORDER
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	CONDUIT LANGUAGE SPECIALISTS 5050 BRYAN STATION ROAD LEXINGTON KY 40516 USA Vendor ID:
Vendor ID:	19547809236
Business Type:	Small
DUNS #:	005065946
Effective: Expires:	5/20/2011 9/2/2014

CONTACT: VICTORIA VILLEGAS-MYERS
Phone 859-977-6647
VMYERS@CONDUITLANGUAGE.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 5/20/2011 through 9/2/2014 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-10F-0547P.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
12/20/2011	Gulf Coast Paper Company	Office Supplies & Equipment	328-09	11/1/2009 – 10/31/2012
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
04/24/2012	IdentiSys, Inc.	Technology & Telecommunications Equipment, Software & Supplies	31-09	11/01/2009-10/31/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011 11/08/2011	Melhart Music Center Miller Uniforms & Emblems Inc.	Audio Visual Equipment & Supplies Public Safety & Fire House Supplies & Equipment	313-09 363-10	5/1/2009 – 4/30/2012 01/01/2011 – 03/31/2014
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
12/6/2011	O'Reilly Auto Parts	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
01/10/2012	Scott Equipment	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013

12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
12/6/2011	Southern Tire Mart	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
11/22/2011	The Playwell Group, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/01/2010-09/30/2013
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-1/31/2012
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-1/31/2012
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	02/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2012
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
11/08/2011	GT Distributors	Police Equipment & Accessories	680-A1	11/01/2011-10/31/2014
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2012
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012

	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
11/8/2011	Precision Delta Corp.	Police Equipment & Accessories	680-A1	11/1/2011-10/31/2014
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2012
3/20/2012	Regimed Medical	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-2/29/2012 3/2010-2/2012
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48” Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838 1369	12/31/2012 5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014

	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Software	890 1014	1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011 11/08/2011	Environmental Systems Res. Institute	Software Product and Services	1078	09/03/2013
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469 1585	8/17/11-8/17/14
09/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	Sequel Data Systems	Software	621	1/8/2012
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
	Votec	Software	937	2/27/2011-2013

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
5/1/2012	Allied Fire Protection-SA LP	Fire Protection Services	10-03FAC0100	8/11/2010-12/10/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
2/21/2012	Bob Barker	Detention Supplies	12-84050 12-73020	12/7/2011-4/22/2012 12/7/2011-2/10/2013
11/08/2011	Business Interiors by Staples The Hon Company Mayline Group	Special Use Furniture Special Use Furniture	6-71111060 4-71111060	5/10/2006-2/26/2012 07/02/2004-05/31/2012
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
5/15/2012	***Conduit Language Specialists***	**Translation Services**	**11-738II020**	**5/20/2011-9/2/2014**
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
09/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko’s	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2016
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-5/31/2012
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-3/27/2012
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and	Office Furniture	9-71I020	10/9/2008 – 6/24/2013

	Community			
05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-2/26/2012
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS Metroplex	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
1/31/2012	National Office Furniture	Office Furniture	11-71050	5/5/2011-3/30/2016
1/31/2012	OfficeSource, LTD	Office Furniture	11-71050-27	5/5/2011-3/30/2016
1/24/2012	OfficeSource LTD	Office Furniture	3-711060-3	12/16/02-1/27/2012
11/1/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 2/26/2012
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2012
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
05/01/2012	Video Sound & Lights	Detention Supplies	12-73020-3	12/07/2011-02/10/2013
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014

	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-05/31/2012
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-05/31/2012

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2012
****05/15/2012****	**B & H Photo Video Pro-Audio**	**Classroom and Teaching Aids**	**12/18/2012**	**6121809**
****05/15/2012****	**Camacho**	**Trades, Temporaty Labor and Material**	**1032212**	**03/22/2013**
8/30/2011	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	3042811 2052810	4/28/2012 5/28/2012
11/22/2011	Diaz Floors & Interiors	Trades, Temporary Labor and Materials	3042811	4/28/11-4/28/12
4/10/2012	Arbor Construction & Energy Management	Trades, Temporary Labor & Materials	304282011	4/28/11-4/28/12

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	4400001197	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
11/22/2011	The Home Depot	Maintenance/Hardware Supplies	11019	8/1/2011-7/31/2014
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

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CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-3/31/2012
1/31/2012	CDW-G	Hardware, Software and Services	R-5106	1/9/2012-12/31/2012
5/1/2012	Facilities-USA, LLC	Job Order Contract (JOC)	R-5085	11/1/2011-10/31/2012

	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-3/31/2012
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-3/31/2012
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
11/22/2011	Brazos Technology Corporation	General Purpose Commercial Information Technology Equipment, Software and Services	GS 35F 0096X	11/30/2015
04/10/2012	Buckstaff Public Safety, Inc.	Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster	GS-07F-0251T	02/28/2012
4/10/2012	CDW-G	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F0195J	5/29/2012
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	5/23/2015
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
04/10/2012	DLT Solutions	General Purpose Commercial Information Technical Equipment, Software and Services	GS-35F-4543G	5/31/2012
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013

3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
3/20/2012	Daco Fire Equipment	General Purposse & Emergency Vehicles	FS12-11	12/1/2011-11/30/2013
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	04/30/2012
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120209-PBI	12/18/2013

***Denotes: New Vendor added for approval**

Contract Renewed

AI-32190 **10. F.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:
Requesting authority to renew our software annual maintenance agreement with Gilbarco thru requisiton #213707 in the amount of $175.00/yr from 04/29/2012-04/29/2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 213707 as of 5-10-12 $175.00 for Gilbarco Inc.

Attachments

Gilbarco 213707

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/09/2012 03:07 PM
Budget & Management	Merlen P. Munoz	05/09/2012 04:44 PM
Manuel Chapa	Manuel Chapa	05/10/2012 09:56 AM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Tanya Delira Started On: 05/02/2012 02:54 PM

Final Approval Date: 05/11/2012

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00213707
PO #
Date: 03/29/12

Bill To: x
x

Vendor : 299286
GILBARCO INC.
7300 W FRIENDLY AVENUE
GREENSBORO NC 27410

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	GASBOY PC SOFTWARE ANNUAL MAINTENANCE AGREEMENT, 099034, PC/1000 FOR WINDOWS - REP, PC 1000 RPT MODULE SUPPORT GASBOY. RENEWAL PERIOD: 04/29/2012-04/29/2013	175.00	175.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	175.00	
			Freight	.00
			Total	175.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

05/02/12 - 11:55 AO per Mo. Mary pending additional instructions to be provided by Mo. Josephine DA's office in regards to continuing PO as is + proceeding to place an agenda item.

Authorized By: _____

GILBARCO VEEDER-ROOT VEEDER-ROOT GASBOY

INVOICE

CUST. ORDER DATE	CUSTOMER ORDER NO.(S)	INVOICE DATE	PAGE	INVOICE NO.
3/19/2012	2006801627	3/19/2012	1	04233791

SHIPPED TO
HIDALGO CNTY SHERIFFS DEPT.
HIDALGO CNTY SHERIFFS DEPT. #2
711 EL CIBOLO RD
EDINBURG TX 78541

PAYMENT TERMS
NET 30 DAYS

SOLD TO
HIDALGO CNTY SHERIFFS DEPT.
P O BOX 1228
711 EL CIBOLO ROAD
EDINBURG TX 78539

MAKE CHECK PAYMENTS
DIRECT TO
GILBARCO INC.
12249 COLLECTIONS CENTER DR.
CHICAGO IL 60693

ORDER NUMBER

FEDERAL TAX ID# 52-1504784

U.S. DOLLARS

DATE SHIPPED	B/L NO.	FREIGHT PAY TERMS	TERMS OF SALE	CUSTOMER NO.
3/19/2012		PRE-PAID	F.O.B. SHIPPING POINT	0900003947

LINE NO.	QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	DISCOUNT OR FACTOR	NET AMOUNT
001	1.00	1.00	099034 PC/1000 FOR WINDOWS - REP PC 1000 RPT MOD SUPT GASBOY	175.00		175.00
			CONTRACT 801627 RENEWAL PERIOD:04-29-2012 THRU 4-29-2013 PLEASE NOTE! ALL FUTURE ANNUAL RENEWAL CONTRACTS WILL BE COMING TO YOU VIA FAX. PLEASE KEEP YOUR FAX NUMBER AND CONTACT PERSON UPDATED TO AVOID DELAY OR A LAPSE IN YOUR CONTRACT. /BILLIOT			
			TOTAL SALES NET AMOUNT			175.00 175.00

P.O. #:_____

Invoice Received By:
On:

Good/Services Received By:
On:

-1100-421-00-280-001-0-

ORIGINAL INVOICE

GEC GSO OPER0

GENERAL

This Agreement will become binding upon acceptance by Gasboy at 7300 West Friendly Avenue, Greensboro, NC. 27420. The Customer acknowledges

AGREEMENT COVERAGE:

During the Term (as defined below) of the Agreement, Gasboy will provide to the Customer:
A. **Telephone Support** for Product questions is available 24 hours/7 days a week / 365 days per year, from our toll free service center (800-444-5529). This toll free number can be changed at Gasboy's discretion.

B. **Software Corrections** to the Product required by individual Customers will be addressed on an "as needed" basis.

C. **This Agreement does not include:**
- On-site support
- Any hardware, even if the enhancements or modifications require a hardware update.
- Support for questions not relating specifically to the Product, such as, but not limited to, hardware, PC operating system, etc.

TERM AND RENEWAL

The Term of this Agreement is one year from the Effective Date of the Agreement. In the event this Agreement is not renewed prior to the expiration date, the Agreement is automatically terminated Each renewal of this Agreement will be pursuant to the price terms for the Agreement in effect at the time of renewal. Termination may result from the failure of the Customer to comply with any of the conditions of this Agreement, or by mutual agreement of both parties.

HELP DESK SUPPORT AT NON-CONTRACT LOCATIONS

When a customer calls in to Gasboy TAC and/or Help Desk for support and does not have a service contract not wishing to purchase one, policy is to offer a support call fee of $100.00, payable immediately by credit card before service is rendered. This service is good for one call, one problem only. If the

DISCONTINUANCE OF COVERAGE

If maintenance coverage is discontinued at any time due to any actions of the Customer to terminate coverage, reinstatement of coverage will require a new agreement. In addition to the current annual fee, a reinstatement charge will be assessed equal to 110% of the current annual fee prorated by the

LIMITATION OF LIABILITY

Gasboy only represents that the Product will operate according to the specifications published by Gasboy for the Product. If it is determined that the Product fails to operate according to such specifications, Gasboy's only responsibility will be to use its best efforts to correct the defect.

Gasboy does warrant that the media used to transport the Product, under this Agreement will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of invoice for the Product. Gasboy shall replace any defective media not meeting the above warranty which is returned to Gasboy within the warranty period.

THE PRODUCT IS PROVIDED WITH NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event will Gasboy, or representatives, be liable to the Customer, or any other party, for damages, including but not limited to any lost profits, lost savings, lost gallonage, or other incidental or consequential damages arising out of the use or inability to use the Product even if Gasboy, or its representatives, has been advised of the possibility of such damages, or for any claim by any other party.

FORCE MAJEURE

Neither party shall be liable to the other for loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to acts of God, war, acts of the public enemy, riot, civil commotion, sabotage, federal, state or municipal action or regulations; strikes, fires, flood, accidents, delays or any other causes, contingencies or circumstances within or without the United States not subject to either party's control, which

ASSIGNMENT

This Agreement and the rights of the Customer may not be assigned by Customer without the prior written consent of Gasboy. Any attempted assignment in violation of the provisions hereof shall be null and void and have no effect.

GOVERNING LAW & VENUE

This Agreement shall be governed and interpreted by the laws of the State of North Carolina, without regard to its conflicts of laws provisions. The parties agree that venue is exclusive and proper in the state of North Carolina.

SEVERABILITY

This Agreement shall be governed and interpreted by the laws of the State of North Carolina, without regard to its conflicts of laws provisions. The parties agree that venue is exclusive and proper in the state of North Carolina.

ENTIRE AGREEMENT

This Agreement is the exclusive agreement between the parties regarding GASBOY CFN system annual support, and supersedes any other agreement oral or written, regarding the subject matter of this Agreement.

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, May 02, 2012 1:46 PM
To: 'Martha Salazar'; 'Richard Ozuna'
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: RE:

Marty,
You can put the item on the agenda for approval; as you state below, the amount appears to be negligible.

The issue still remains for future agreements because the actual terms may not be enforceable.

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: Wednesday, May 02, 2012 9:39 AM
To: josephine.ramirez@da.co.hidalgo.tx.us; 'Richard Ozuna'
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: RE:
Importance: High

No. Since we just recently began the practice of having these types of agreements go through legal counsel for review and comment as to form, the issue had arisen. We have been using this vendor since about 2004. The yearly expenditure is $175.00. However, it needs to get on CC consent agenda for approval (because it requires an agreement). I have informed the SO (Lt. Ozuna) that we research and attempt to find another vendor. I understand their preference as it is has been a reliable and necessary tool for the internal control of fueling of the fleet of vehicles.
Let us know.
Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]

Sent: Wednesday, May 02, 2012 9:24 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: RE:

Was item already approved by commissioners court?

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: Tuesday, April 24, 2012 3:27 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'; 'Darlene Betancourt'; 'Matilde Faz'
Subject: FW:
Importance: High

Ms. Josephine:
Where do we go from here?
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, April 24, 2012 3:13 PM
To: 'Martha Salazar'
Cc: 'Myra Montoya'
Subject: FW:

Ms. Marty, please read below…this is the one where we modified the state to read state of Texas.

From: Dudley, Sherry [mailto:sherry.dudley@gilbarco.com]
Sent: Tuesday, April 24, 2012 12:04 PM
To: Myra Montoya
Cc: 'Tanya.Delira'
Subject: RE:

Myra,
Per our finance department the contract is not negotiable.

Thank you,
Sherry Dudley

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Tuesday, April 24, 2012 11:45 AM
To: Dudley, Sherry; Murtagh, Maureen
Cc: 'Tanya.Delira'
Subject: RE:

Good morning,

I was just following up the previous request.

Thank you,

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Dudley, Sherry [mailto:sherry.dudley@gilbarco.com]
Sent: Monday, April 16, 2012 11:31 AM
To: Murtagh, Maureen
Cc: myra.montoya@hidalgoso.org; Tanya.Delira
Subject: FW:

Maureen,
Can you assist Myra? She is asking for someone to initial corrections to the Gasboy terms regarding Governing Law & Venue and Severability sections.

Thank you,
Sherry Dudley

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Monday, April 16, 2012 12:13 PM
To: Dudley, Sherry
Cc: 'Tanya.Delira'
Subject: FW:

Good morning Sherry,

May you please initial where correction has been done.

Thank you,

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office

711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 4:22 PM
To: 'Martha Salazar'
Cc: 'Myra Montoya'
Subject: RE:

May you please revise and send to legal for approval.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 1:20 PM
To: 'Tanya.Delira'
Cc: 'Myra Montoya'
Subject: FW:
Importance: High

Ms. Tanya:
Proceed with instructions.
Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 1:09 PM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: RE:

Yes, and have it initialed.

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: Friday, April 13, 2012 12:33 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: RE:
Importance: High

Ms. Josephine:
Can we attempt to replace with Texas?
Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 10:38 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: RE:

The form of the agreement is ok. One issue that I do see is the choice of governing law is North Carolina.

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: Friday, April 13, 2012 9:32 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'
Subject: FW:
Importance: High

Ms. Josephine:
Please review and comment as form the attached agreements so that we may place on CC for approval.
Thanks,
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Friday, April 13, 2012 8:45 AM
To: 'Martha Salazar'
Cc: 'Myra Montoya'
Subject: FW:

Ms. Marty please forward this blank agreement for legal review for Gilbarco in reference to requisition 213707. This is the updated version of the agreement sent to you yesterday..

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Friday, April 13, 2012 8:08 AM
To: 'Tanya.Delira'
Subject: FW:

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Dudley, Sherry [mailto:sherry.dudley@gilbarco.com]
Sent: Friday, April 13, 2012 6:59 AM
To: Myra Montoya
Cc: GVR GSO SER - ServiceOrder
Subject: RE:

Myra,
See attached for the information you requested.

Sherry Dudley | Contract Services Team | Gilbarco Veeder-Root
Office: 336-547-5533 | Fax: 336-547-5177| Em: sherry.dudley@gilbarco.com

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Thursday, April 12, 2012 5:21 PM
To: GVR GSO SER - ServiceOrder
Subject:

Good afternoon,

I was wondering if you can send me a new copy of the blank agreement #2006801627? My purchasing department is asking for it in order to place it in Commissioners court.

Thank you,
Myra Montoya, Accountant I
Hidalgo County Sheriff's Office

711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

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AI-32198 **10. G.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #11324130 in the amount of $6,982.68, from L&G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation," C-11-054-04-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

PO 658778 for L & G Consulting Engineers, Inc.

Amount available as of 5-10-12	$81,464.60
Less Inv. #11324130	(6,982.68)
Amount O/S to be paid	$74,481.92

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/09/2012 03:16 PM
Budget & Management	Merlen P. Munoz	05/09/2012 04:44 PM
Ivan Cantu	Ivan Cantu	05/10/2012 03:29 PM
Auditor's Office	Arcilia Duran	05/10/2012 05:36 PM

Form Started By: Rocio Villarreal Started On: 05/02/2012 04:24 PM

Final Approval Date: 05/10/2012

L&G Engineering
Transportation Consultants

May 1, 2012

Hidalgo County
Budget Office
Attn: Sergio Cruz
2818 S. Bus. Hwy 281
Edinburg, TX 78539

RE: PROGRESS REPORT
On-call Services for the HCMPO and HCRMA and Traffic Studies –
Work Authorization No. 1 Contract #C-11-054-04-12

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of April 2012. This invoice covers the basic fee associated for attending Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings, and the Hidalgo County Regional Mobility Authority (HCRMA) meeting(s).

The following tasks were accomplished this month.

- April 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO TAC agenda and packet. Anthony Garza attended the meeting(s) and the sign in sheet is attached

- April 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO Policy Committee agenda and packet, provided the attached recommendations and information to Commissioner Joe Flores. Anthony Garza attended the meeting and the sign in sheet is attached.

- April 18, 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda(s) and attended the meeting(s). The agenda(s), progress report, and sign in sheet(s) are attached.

Attached are the narrative reports provided to Commissioner Joe Flores for the RMA meetings. These recommendations are also sent to the County Judge and remaining commissioners.

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO / President

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324130
INVOICE DATE: 04/30/12

BILL TO:
Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 110101
HCMPO - On Call Eng Services
Contract#C-11-054-04-12
2818 S. Bus Hwy 281
Edinburg, TX 78539

Engineering services for the month of April 2012.

HCMPO POLICY MTG			
April 2012	1.00	2327.560	2,327.56
	HCMPO POLICY MTG TOTAL:		2,327.56
HCMPO TECH MEETING			
April 2012	1.00	2327.560	2,327.56
	HCMPO TECH MEETING TOTAL:		2,327.56
HCRMA STATUS & PROG			
April 2012	1.00	2327.560	2,327.56
	HCRMA STATUS & PROG TOTAL:		2,327.56
		TOTAL	6,982.68

Project Manager's Signature

AGENDA

Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.
Tuesday, April 3, 2012
@ 1:30 PM

1)	Roll Call		Chairman
2)	Approval of Minutes of March 6, 2012	(ACTION ITEM)	MPO Staff
3)	Cost Over-Run Project(s) (If Needed)	(ACTION ITEM)	TxDOT
4)	Discussion and Approval of FY 2011-2014 MTP/TIP Amendment	(ACTION ITEM)	MPO Staff
5)	Discussion and Approval of FY 2013-2016 MTP/TIP	(ACTION ITEM)	MPO Staff
6)	Monthly Letting Update	(DISCUSSION ITEM)	TxDOT
7)	Staff Report	(UPDATE / DISCUSSION / ACTION ITEM)	MPO Staff

A. Calendar: April & May 2012
B. Legislative / RTAP Update
C. HCMPO Budget Report

8)	HCRMA Update	(UPDATE)	HCRMA
9)	Valley Metro	(UPDATE)	VALLEY METRO
10)	Metro	(UPDATE)	METRO
11)	Hidalgo County Commuter Rail District	(UPDATE)	HCCRD
12)	Old or New Business	(UPDATE / DISCUSSION / ACTION ITEM)	Chairman
13)	Adjournment		

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting –Tuesday, April 03, 2012

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Ed Taylor	McAllen	681-1250		etaylor@mcallen.net
2.	Oscar Cuellar Jr	Penitas	581-3345	581-3346	oscar@oscarcuellar.com
3.	Jaime S. Salazar	Alamo			
4.	RAMIRO GUTIERREZ	R. Gutierrez Engineering Grp	782 2557	782 2558	rgutierrez@rgec.net
5.	Anthony Bazan				
6.	CHRISTOPHER RODRIGUEZ	MISSION	585-1709		crodriguez@lyengineers.com
7.	Raymond Stanley	TxDOT-Toll Div	702-6232		
8.	Luis Bujanda	LRGVDC-VM			
9.	Jim Edge	HCCRD			
10.	DAVID TISEMINO	COSJ	223-2220		
11.	Fernando Martinez	Edinburg	388-8210		
12.	JOE TOLNES	PSJA ISD	377-4037		
13.	OSCAR RAMIREZ	DONNA	9564643314		
14.	JOE G. REYES	GMES	956.565.~~4636~~ 4636 ext.	565.4637	JREYES@GMES-BIZ
15.	Homer Bazan	TxDoT	702-6214		homer.bazan@txdot.gov

AGENDA

Hidalgo County Metropolitan Planning Organization
Emergency Technical Advisory Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.
Friday, April 13, 2012
@ 9:30 A.M.

1)	Roll Call		Chairman
2)	Discussion and Approval of FY 2011-2014 MTP/TIP Amendment	**(ACTION ITEM)**	MPO Staff
3)	Discussion and Approval of FY 2013-2016 MTP/TIP	**(ACTION ITEM)**	MPO Staff
4)	Old or New Business	**(UPDATE / DISCUSSION / ACTION ITEM)**	Chairman
5)	Adjournment		

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Emergency Technical Advisory Committee Meeting –Friday, April 13, 2012

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Luis Guajardo	Valley Metro			
2.	Anthony Garza	L&G			agarza@lgengineering.com
3.	Homer Bazan	TxDOT			
4.	Raymond G Sanchez	TxDOT-			
5.	Ed Taylor	McAllen			
6.	Ricardo Rodriguez	Alton			
7.	Jeremy Santoscoy	McAllen			
8.	Michelle Leftwich	Mercedes			mleftwich@cityofmercedes.net.
9.	Joe Torres	Alton			
10.	Richard D. Seitz	Pannenbaum-McAllen			richard.seitz@pannenbaum.com
11.					
12.					
13.					
14.					
15.					

AGENDA

Hidalgo County Metropolitan Planning Organization
Transportation Policy Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
April 19, 2012
@ 5:30 PM

TAB I **ROLL CALL**

TAB II **CITIZEN'S INPUT**

TAB III **PRESENTATIONS / ACTION / DISCUSSION ITEM(S)**

A. Approval of Minutes — **(ACTION ITEM)** — **CHAIRMAN**
   - March 15, 2012

B. Presentation to American Diabetes Association From Walk n Rolla Event

C. Discussion to Enter into Executive Session — **(ACTION ITEM)** — **CHAIRMAN**
   A. Discussion & Approval of Director's Evaluation

D. Discussion & Approval of FY 2011-2014 MTP/TIP Amendment — **(ACTION ITEM)** — **MPO STAFF**

E. Discussion & Approval of FY 2013-2016 MTP/TIP — **(ACTION ITEM)** — **MPO STAFF**

F. Discussion & Approval to Functional Classification Map — **(ACTION ITEM)** — **MPO STAFF**

G. Monthly Letting Update — **(UPDATE ITEM)** — **TxDOT**

TAB IV **STAFF REPORT** **(UPDATE / DISCUSSION / ACTION ITEM)** **MPO STAFF**

A. Calendar: May & June 2012
B. Legislative / RTAP Update
C. HCMPO Budget Report

TAB V **OFF SYSTEM REPORT** **(UPDATE)** **PROJECT ENGINEERS**

TAB VI **TxDOT CONSTRUCTION REPORT** **(UPDATE)** **TxDOT**

TAB VII **HIDALGO COUNTY RMA** **(UPDATE)** **HCRMA**

TAB VIII **HIDALGO COUNTY COMMUTER RAIL DISTRICT** **(UPDATE)** **HCCRD**

TAB IX **VALLEY METRO** **(UPDATE)** **VALLEY METRO**

TAB X **METRO** **(UPDATE)** **METRO**

TAB XI **OLD OR NEW BUSINESS** **(UPDATE / DISCUSSION / ACTION ITEM)** **CHAIRMAN**

TAB XII **ADJOURNMENT**

Hidalgo County MPO

Transportation Policy Committee Meeting

April 19, 2012

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Juan R. Lopez	City of Edinburg	956-388-8202	956-292-2080	jlopez@cityofedinburg.com
2.	Jorge Arcante	City of Alton	432-0762	432-0766	
3.	Ramiro Lerma	Hidalgo	585-4509		
4.	Anthony Garza	L+G			
5.	Raymond Garcia	TxDOT-Laredo	702-6077	704-6010	
6.	Julian Alvarez	RGV Partnership	956-202-3330		Julian@valleychamber.com
7.	Nicole Rodriguez	HCRMA			
8.	Julia Carren				
9.	Sandra Gonzalez	ADA	793-8388		sg@vritx.com
10.	JUAN A. Sustaita	TxDOT	702-6338	702-6266	juan.sustaita@txdot.gov
11.	Israel Silva	City of Pharr	792-5270		israel.silva@sbcglobal.net
12.	OSCAR RAMIREZ	Donna Tx	9564643314		
13.	JEREMY SANTOSCOY	MCALLEN			
14.	Mark S. Pena	EDINBURG	383-4951		
15.	Jo Card	Mission			

L&G Engineering
Transportation Consultants

April 18, 2012

Joel Quintanilla, Hidalgo County Commissioner Pct. No. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596

RE: Hidalgo County Metropolitan Planning Organization (HCMPO) Policy Committee Meeting, April 19, 2012 at 5:30 p.m. – Action Items and Recommendations

Dear Mr. Quintanilla,

As your Technical Representative for the Hidalgo County MPO, attached for your use and information, is the Policy Committee Meeting Agenda made available on April 16, 2012 for the upcoming meeting to be held on Thursday, April 19, 2012 at 5:30 p.m.

We have reviewed the agenda items that are to be discussed and we would like to advise you that the following item(s) require your attention. We are therefore giving you our recommendations.

TAB III PRESENTATIONS / ACTION / DISCUSSION ITEM(S)

C. Discussion to Enter into Executive Session (ACTION ITEM) **CHAIRMAN**
Discussion & Approval of Director's Evaluation

TECHNICAL INFORMATION:
This item pertains to the annual evaluation of the HCMPO Director Mr. Andrew Canon.

D. Discussion & Approval of FY 2011-2014 MTP/TIP Amendment (ACTION ITEM) **MPO STAFF**

E. Discussion & Approval of FY 2013-2016 MTP/TIP (ACTION ITEM) **MPO STAFF**

TECHNICAL INFORMATION:
In the preceding months the HCMPO has requested updates on the status of transportation projects within the first 10 years of the short range (2013-2016 TIP) and long range (2010-2035 MTP) planning documents.

Project updates have been provided to the MPO by each precinct for county projects. Through coordination with HCMPO staff, TxDOT, your TAC representative, precinct staff, and information provided by the transportation consultants for each individual project; the following projects are now funded for construction in the first ten years of the MTP:

- Owassa Rd. – from Jackson to US 281
- FM 907 (Alamo Road) – from Nolana to US 83

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

- Mile 2 West – from US 83 to Mile 12
- US 281 – Bridges at the proposed Raymondville Drain along US 281
- Mile 6 West – from Mile 9 to Mile 11
- 10th Street – from SH 107 to FM 1925
- Tom Gil – from US 83 to Mile 3
- FM 1925 – from Kenyon to FM 907
- Mile 3 N – from East Goodwin to Tom Gil
- FM 676 – from SH 364 to SH 107
- FM 493 – from Mile 10 to Mile 14
- FM 1015 – from Mile 12 N to SH 107

RECCOMENDATION:
It is our recommendation that to approve items "D" and "E" as presented by staff.

F. Discussion & Approval to Functional Classification Map (ACTION ITEM) MPO STAFF

TECHNICAL INFORMATION:
The HCMPO had released a call for amendments to the Functional Classification map. These changes have been previously approved by the HCMPO Technical and Policy Committees and recently at the Hidalgo County Commissioners Court.

RECCOMENDATION:
It is our recommendation that to approve as presented by staff.

If you have any questions regarding these items or projects within your precinct please contact me, or your Technical Representative Mr. Anthony Garza at (956) 565-9813.

Sincerely,

for

Jacinto Garza, P.E.
CEO / President

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING

5:30 PM, WEDNESDAY, APRIL 18, 2012

ALAMO CITY HALL

420 N. TOWER ROAD

ALAMO, TEXAS

PRESIDING: DENNIS BURLESON, CHAIRMAN

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

2 PUBLIC COMMENT

3. GENERAL BUSINESS ITEMS – Pilar Rodriguez
   - A. Consideration and Approval of Minutes for 3/28/12
   - B. Consideration and Approval of Expense Report for April 2012
   - C. Consideration and Approval of Financial Reports - Cheryl Bellamy, SAS, LLP

4. REPORTS – Pilar Rodriguez
   - A. Update on Pass Through Projects – Jody Ellington, TxDOT
   - B. Update from MPO on funding and RMA projects – Andrew Canon, Director HCMPO
   - C. HCRMA Roadway System Projects – Godfrey Garza, Administrative and Managerial Consultant / Louis Jones, Dannenbaum Engineering Corporation
   - D. Update on Work Authorization #1 with Dannenbaum Engineering – Louis Jones, Program Manager
   - E. Update on Project Finance – Richard Ramirez/Troy Madres, First Southwest

5. ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION – Pilar Rodriguez

Program Manager – Louis Jones

- A. Discussion, consideration and action on Work Authorization No. 4 Dannenbaum Engineering (Program Manager) for engineering management, partial operation implementation, public outreach tasks associated with IBTC, TCC modified, and US 281 Military Highway, including environmental tasks associated with local environmental clearance of the IBTC and the federal environmental clearance of the TCC modified – Resolution 2012-07

Environmental – Louis Jones

- B. Discussion, consideration and action on Supplement to Agreement with Atkins North America, Inc. for the IBTC Project – Resolution 2012-08
- C. Discussion, consideration and action on Supplement to Agreement with Atkins North America, Inc. for the TCC Project – Resolution 2012-09

Design & Surveying – Louis Jones

- D. Discussion, consideration and action amending and restating professional engineering services agreement with L&G Engineering under Resolution 2011-08 for the modified TCC change limits and scope adjustments and approving Work Authorization No. 1 for preliminary engineering services to support the environmental development for the modified TCC change limits – Resolution 2012-10
- E. Discussion, consideration and action amending and restating professional services agreement with S&B Infrastructure under Resolution 2011-08 for the modified TCC change in limits and scope adjustments and approving Work Authorization No. 1 for preliminary engineering services to support the environmental development for the modified TCC change limits – Resolution 2012-11
- F. Discussion, Consideration and action cancelling existing contracts for design and engineering services for the Trade Corridor Connector and authorizing a new procurement for the selection of professional engineering services for SH365 / TCC (Modified) Project with the limits from FM 396 (Anzalduas Rd.) to US 281 / Military Road; such procurement may include the selection of multiple engineers. Resolution 2012-12

G. Discussion, consideration and action authorizing an amendment to the IBTC request for qualifications for professional services to include environmental services to federally clear the IBTC and perform low level aerial flight for topography, republish the procurement and establish dates for submission of proposals, interviews, and selection. **Resolution 2012-17**

H. Discussion, consideration and action on cancelling procurement for La Joya Relief Route – **Resolution 2012-19**

6. CHAIRMAN'S REPORT – Dennis Burleson

Financial and Legal Action Items

A. Discussion, consideration and action approving Investment Policy and Committee – **Resolution 2012-14**

B. Discussion, consideration and action approving Agreement with Integ, Inc. – **Resolution 2012-16**

7. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE:

A. Section 551.071. Consultation with Attorney

B. Section 551.072. Deliberation Regarding Real Property

C. Section 551.074. Personnel Matters

Agenda items may be considered, deliberated and/or acted upon in a different order than numbered above. The Board of Directors of the Hidalgo County Regional Mobility Authority (HCRMA) reserves the right to adjourn into Executive (Closed) Session at any time during the course of this meeting to discuss any of the items listed on this agenda as authorized by the Texas Open Meetings Act. No final action will be taken in Executive Session.

PUBLIC INPUT POLICY

Public Input Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies."

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

BOARD OF DIRECTORS MEETING

WEDNESDAY, APRIL 18, 2012

ALAMO CITY HALL

420 N. Tower Road

ALAMO, TEXAS

	NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Anthony Garza	L+G		
2	Phillip Powell	S&B		
3	Yara Corbett	Cortran Engs		
4	Richard D Leff	Pennebaker Engr	956-682-3677	
5	Joe Torres	BTI		
6	Valentin Olivarez Jr	TxDOT	956-702-6231	
7	Rolando Rodriguez	Landeros	686-2322	
8	Tony Aguirre	Aranda Associates	867-0035	
9	Jesse Salinas	TEPSI	424-7898	
10	Ramiro Gutierrez	RGEC	782-2557	
11	Juan Castillo	DOS Land Surveying	975-0239	Juan Castillo@dosland Surv
12				
13				
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20				
21				
22				

L&G Engineering
Transportation Consultants

April 25, 2012

Ramon Garcia, Hidalgo County Judge
1615 S. Closner
Suite J
Edinburg, TX 78539

RE: Hidalgo County Regional Mobility Authority (HCRMA) Meeting, April 18, 2012 at 5:30 p.m. – Progress Report

Dear Mr. Garcia,

As your Technical Representative for the Hidalgo County MPO we provide you with a monthly HCRMA update. Attached for your use and information, is the HCRMA Meeting Agenda(s) for the meeting(s) held on Thursday April 18 2012 at 5:30 p.m. We have reviewed the agenda items that were discussed as they relate to Hidalgo County and we provide the following progress report.

4. REPORTS – Pilar Rodriguez
   A. Update on Pass Through Projects – Jody Ellington, TxDOT

   Mario Jorge, the TxDOT Pharr District Engineer, updated the RMA on the La Joya Relief Route. TxDOT is continuing to move forward with developing the La Joya Relief Route as an at grade free road (non-tolled). This will allow the HCRMA to consider the development of a toll facility that includes main lanes at a later date when traffic warrants the construction.

   Mr. Jorge informed the RMA that TxDOT has put together an in house team of TxDOT staff to complete the schematic, environmental, letting, and construction management work associated with the project and informed the board that project development was currently under way. TxDOT plans to begin contacting local elected officials shortly regarding this project.

   Currently the HCMPO has approved the placement of $27.6 million in Coordinated Border Infrastructure funds to be used for right-of-way and preliminary engineering. Mr. Jorge anticipates the remaining $60 million needed to construct the proposed project should become available through the upcoming disbursement of $2.0 billion in state and federal funds that will become available in the near future. Partnerships with TxDOT, elected officials, and other MPOs throughout the state will be needed to coordinate the funding of this project in the future.

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

This will also allow the pass through funding previously allotted to the La Joya Relief Route to be reallocated to the HCRMA's TCC (west) project.

Mr. Jorge reiterated that for the first time in many years the TxDOT Pharr District does not have large transportation projects "shovel ready". He further explained that partnering with TxDOT to develop projects with respect to schematics, environmental, and right-of-way is the key to being prepared for when unanticipated state and federal funds become available.

B. Update from MPO on funding and RMA projects – Andrew Canon, Director HCMPO

No report provided.

C. HCRMA Roadway System Projects – Godfrey Garza, Administrative and Managerial Consultant / Louis Jones, Dannenbaum Engineering Corporation
D. Update on Work Authorization #1 with Dannenbaum Engineering – Louis Jones, Program Manager

Mr. Louis Jones of Dannenbaum engineering informed the board that work associated with WA #1 had been completed and would be provided to the Executive Director, Mr. Pilar Rodriguez by the end of the week.

E. Update on Project Finance – Richard Ramirez/Troy Madres, First Southwest

No report provided.

5. ACTION ITEMS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION – Pilar Rodriguez
Program Manager – Louis Jones

A. Discussion, consideration and action on Work Authorization No. 4 Dannenbaum Engineering (Program Manager) for engineering management, partial operation implementation, public outreach tasks associated with IBTC, TCC modified, and US 281 Military Highway, including environmental tasks associated with local environmental clearance of the IBTC and the federal environmental clearance of the TCC modified – **Resolution 2012-07**

Environmental – Louis Jones

B. Discussion, consideration and action on Supplement to Agreement with Atkins North America, Inc. for the IBTC Project – **Resolution 2012-08**
C. Discussion, consideration and action on Supplement to Agreement with Atkins North America, Inc. for the TCC Project – **Resolution 2012-09**

Design & Surveying – Louis Jones

D. Discussion, consideration and action amending and restating professional engineering services agreement with L&G Engineering under Resolution 2011-08 for the modified TCC change limits and scope adjustments and approving Work Authorization No. 1 for preliminary engineering services to support the environmental development for the modified TCC change limits – **Resolution 2012-10**
E. Discussion, consideration and action amending and restating professional services agreement with S&B

Infrastructure under Resolution 2011-08 for the modified TCC change in limits and scope adjustments and approving Work Authorization No. 1 for preliminary engineering services to support the environmental development for the modified TCC change limits – Resolution 2012-11

F. Discussion, Consideration and action cancelling existing contracts for design and engineering services for the Trade Corridor Connector and authorizing a new procurement for the selection of professional engineering services for SH365 / TCC (Modified) Project with the limits from FM 396 (Anzalduas Rd.) to US 281 / Military Road; such procurement may include the selection of multiple engineers. Resolution 2012-12

G. Discussion, consideration and action authorizing an amendment to the IBTC request for qualifications for professional services to include environmental services to federally clear the IBTC and perform low level aerial flight for topography, republish the procurement and establish dates for submission of proposals, interviews, and selection. Resolution 2012-17

No action was taken on items 5. a, b, c, d, e, f, and g that were previously tabled at the March 28, 2012 meeting.

H. Discussion, consideration and action on cancelling procurement for La Joya Relief Route – Resolution 2012-19

This item was Tabled.

6. CHAIRMAN'S REPORT – Dennis Burleson
   Financial and Legal Action Items
   A. Discussion, consideration and action approving Investment Policy and Committee – Resolution 2012-14
   B. Discussion, consideration and action approving Agreement with Integ, Inc. – Resolution 2012-16

7. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE:
   A. Section 551.071. Consultation with Attorney
   B. Section 551.072. Deliberation Regarding Real Property
   C. Section 551.074. Personnel Matters

If you have any questions regarding these items or projects within your precinct please contact me, or your Technical Representative Mr. Anthony Garza at (956) 565-9813.

Sincerely,

for

Jacinto Garza, P.E.
CEO / President

April 25, 2012

AI-32200 **10. H.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of invoices as submitted by L & G Consulting Engineers, Inc. with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed for the following invoices:

1. Invoice #11324118-$11,831.20-PO#596375-Work Authorization No. 1- Contract #C-07-451-12-26

2. Invoice #11324119-$18,000.00-PO#617489-Work Authorization No. 1- Contract #C-08-417-12-09

3. Invoice #11324120-$ 6,650.50-PO#644483-Work Authorization No. 2- Contract #C-08-417-12-09

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1336-431-00-121-049-0-841

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

BUDGETARY IMPACT:

PO #596375 for L & G Consulting Engineers, Inc. in relation to WA #1 for the FM 493 (M10N-SH 107) road project.

Amount available as of 5-10-12 $198,297.50
Less Inv. #11324118 $(11,831.20)
Amount O/S to be paid $186,466.30

FISCAL YEAR: 2012 ACCT. #: 2-1339-431-00-121-053-0-841

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

BUDGETARY IMPACT:

PO #617489 for L & G Consulting Engineers, Inc. in relation to WA #1 for the FM 493 (US281-BUS83) road project

Amount available as of 5-10-12 $78,000.00
Less Inv. #11324119 $(18,000.00)
Amount O/S to be paid $60,000.00

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-053-0-841

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

BUDGETARY IMPACT:

PO #644483 for L & G Consulting Engineers, Inc. in relation to WA #2 for the FM493 (US281-BUS 83) road project

Amount available as of 5-10-12	$176,016.79
Less Inv. #11324120	$(6,650.50)
Amount O/S to be paid	$169,366.29

Attachments

Invoice #11324118

Invoice's #11324119 and 11324120

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/09/2012 03:20 PM
Budget & Management	Merlen P. Munoz	05/09/2012 04:45 PM
Ivan Cantu	Ivan Cantu	05/10/2012 04:03 PM
Auditor's Office	Angela Garcia	05/10/2012 04:15 PM
Ivan Cantu	Ivan Cantu	05/11/2012 10:17 AM

Form Started By: Vangie Garcia Started On: 05/02/2012 05:02 PM

Final Approval Date: 05/11/2012

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, May 02, 2012 2:02 PM
To: 'Evangelina Garcia'
Subject: Emailing: L & G Inv #11324118 PO #596375 04302012
Attachments: L & G Inv #11324118 PO #596375 04302012.pdf

please place this inv on the next CC meeting for approval for payment.

Thanks

Your message is ready to be sent with the following file or link attachments:

L & G Inv #11324118 PO #596375 04302012

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324118
INVOICE DATE: 04/30/12

RECEIVED
MAY 2 2012
HIDALGO COUNTY
COMMISSIONER PCT # 1
JOEL QUINTANILLA

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

Contract #C-07-451-00-00
PO#596375/R233

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2012.						
11006-Design Schem	272,500.00	272,500.00		272,500.00	100.0	
12001-EA Fieldwork	10,000.00	10,000.00		10,000.00	100.0	
12002-EA Documents	57,000.00	51,300.00		51,300.00	90.0	5,700.00
12003-Public Invmt	3,000.00	3,000.00		3,000.00	100.0	
12004-Cul Resc	20,000.00	20,000.00		20,000.00	100.0	
12030-Public Invmt	20,450.00	17,702.50		17,702.50	86.6	2,747.50
13010-Prel-ROW Map/S	35,000.00	35,000.00		35,000.00	100.0	
15001-Surv,Plans&Des	25,000.00	23,750.00		23,750.00	95.0	1,250.00
15010-Surv,Plan/Sub	105,000.00	105,000.00		105,000.00	100.0	
15070-H&V Control/Su	35,200.00	35,200.00		35,200.00	100.0	
16001-Rdwy Design	252,000.00	221,760.00		221,760.00	88.0	30,240.00
16100-Drainage	168,000.00	147,840.00		147,840.00	88.0	20,160.00
16200-Pavt Mrk & Sig	84,000.00	73,920.00		73,920.00	88.0	10,080.00
16240-Signal Design	44,851.29	23,012.63	11,831.20	34,843.83	77.7	10,007.46
16302-Traf Cntrl Pln	84,000.00	73,920.00		73,920.00	88.0	10,080.00
16304-Irrigation	84,000.00	73,920.00		73,920.00	88.0	10,080.00
16307-Utilities	168,000.00	147,840.00		147,840.00	88.0	20,160.00
16400-Contract Mgmt	100,000.00	88,000.00		88,000.00	88.0	12,000.00
32000-Const. Mgnmt	30,948.71				0.0	30,948.71
TOTALS:	1,598,950.00	1,423,665.13	11,831.20	1,435,496.33	89.8	163,453.67

NM
2-1336-431-00-121-049-0-841
PO 596375

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	1,598,950.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,598,950.00
TOTAL COMPLETED TO DATE	$	1,435,496.33
LESS PREVIOUS INVOICES	$	1,423,665.13
CURRENT PAYMENT DUE	$	11,831.20

INVOICE RECEIVED BY
NM on 5-2-12
GOODS/SERVICES RECEIVED BY:
_____ on _____

NM

ERGONOMIC TRANSPORTATION SOLUTIONS, INC.

11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Tel. (713) 956-9601
Fax (713) 956-9667
TAX ID: 76-0583436

INVOICE

APPROVED
By Robert at 8:39 am, Apr 26, 2012

INVOICE NUMBER: 2010-2-2
INVOICE DATE: 04/30/2012
FOR SERVICES PROVIDED FROM: 4/1/2012
TO: 4/30/2012

TO:
Mr. Jacinto Garza,P.E.
Project Manager
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

PROJECT NAME
FM 493: From Mile 10 Rd to Mile 13 Road
Work Authorization No.1
Permanent and Temporary Signal Design
Flashing Beacon Design

TASK NO.	DESCRIPTION OF SERVICES PROVIDED	% COMPLETE	TOTAL FEE	AMOUNT INVOICED TO DATE	PREVIOUSLY INVOICED AMOUNT	AMOUNT DUE THIS INVOICE
INVOICE SUMMARY	SIGNAL DESIGN	77.69%	$44,851.29	$34,843.83	$23,012.63	$11,831.20
	TOTAL DUE	77.69%	$44,851.29	$34,843.83	$23,012.63	$11,831.20
	TOTAL DUE THIS INVOICE					**$11,831.20**

PLEASE MAKE CHECKS PAYABLE TO:
Ergonomic Transportation Solutions, Inc.
Attn: Harry Simeonidis
P.O. Box 926333
Houston, TX 77292-6333

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU

ERGONOMIC TRANSPORTATION SOLUTIONS, INC.

11500 Northwest Freeway, Suite 491
Houston, Texas 77092
Tel. (713) 956-9601
Fax (713) 956-9667
TAX ID: 76-0583436

INVOICE

INVOICE NUMBER: 2010-2-2
INVOICE DATE: 04/30/2012
FOR SERVICES PROVIDED FROM: 4/1/2012
TO: 4/30/2012

TO:
Mr. Jacinto Garza,P.E.
Project Manager
L & G Engineering
2100 W. Expressway 83
Mercedes, Texas 78570

PROJECT NAME:
FM 493: From Mile 10 Rd to Mile 13 Road
Work Authorization No.1
Permanent and Temporary Signal Design
Flashing Beacon Design

TASK NO.	DESCRIPTION OF SERVICES PROVIDED	% COMPLETE	TOTAL FEE	EARNED AMNT
	SIGNALS			
1	GENERAL NOTES	0.00	$935.85	$0.00
2	ESTIMATE AND QUANTITIES	40.00	$3,528.52	$1,411.41
3	CONDITION DIAGRAM	90.00	$5,593.58	$5,034.23
4	PROPOSED SIGNAL LAYOUT	85.00	$10,509.08	$8,932.72
5	SIGNAL PHASING AND TIMING	85.00	$3,528.52	$2,999.24
6	ELECTRICAL SCHEDULE	85.00	$4,168.32	$3,543.07
7	INTERSECTION PAVEMENT MARKINGS & RAMPS	85.00	$3,528.48	$2,999.21
8	STANDARD SHEETS LIST	65.00	$882.13	$573.38
9	SPECIFICATIONS LIST	65.00	$365.84	$237.80
10	FIELD INVESTIGATION, COORDINATION & MEETINGS	80.00	$2,666.66	$2,133.33
11	TEMPORARY TRAFFIC SIGNALS	80.00	$8,024.31	$6,419.45
	EXPENSES	50.00	1,120.00	$560.00
	SUBTOTAL	77.69%	$44,851.29	$34,843.83

FM 493
FROM MILE 10 RD TO MILE 13 RD
PERMANENT AND TEMPORARY SIGNAL DESIGN
FLASHING BEACON DESIGN

PROGRESS REPORT AS OF APRIL 30, 2012

ETSI's work progress this month can be summarized as follows:

TASK 1 – General Notes: (0% Complete)
- No Action

TASK 2 – Estimate and Quantities: (40% Complete)
- Completed calculations of preliminary quantity take offs

TASK 3 – Condition Diagrams: (90% Complete)
- Condition diagrams for all intersections are completed and ready for submittal

TASK 4 – Proposed Signal Layouts: (85% Complete)
- Permanent signal layouts and flashing beacon layouts are completed and ready for submittal

TASK 5 – Signal Phasing and Timing: (85% Complete)
- Signal Phasing and timing charts are completed and ready for submittal

TASK 6 – Electrical Schedule: (85% Complete)
- Electrical charts are completed and ready for submittal

TASK 7 – Intersection Pavement Marking and Wheel Chair Ramps: (85% Complete)
- Task is complete and ready for submittal

TASK 8 – Standard Sheets List: (65% Complete)
- Task is substantially completed

TASK 9 – Specifications List: (65% Complete)
- Task is substantially completed

TASK 10 – Field Investigation and Coordination Meetings: (80% Complete)
- Continue coordination with L&G

TASK 11 - Temporary Traffic Signals: (80% Complete)
- Task is complete and ready for submittal

PENDING ISSUES:

None.

L&G Engineering
Transportation Consultants

May 1, 2012

The Honorable Joel Quintanilla
Hidalgo County Commissioner, Pct. #1
Attn: Noe Montes
1902 Joe Stevens
Weslaco, Tx 78596

RE: FM 493 North Work Authorization #1
Contract# C-07-451-12-26/PO# 596375/R233 – L&G Project#071401

Dear Commissioner Quintanilla:

Attached for your approval is our invoice for services rendered during the month of April 2012. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
FC 11606 – DESIGN SCHEMATICS		
L&G has revised the schematic/matrix based on TxDOT comments and new utility information. A Public Meeting was held on September 16th. We have revised the final schematic based on comments received at the public meeting and submitted the revised final schematic to TxDOT for approval. Schematic approved on 02/20/09. This task is complete	L&G	100%
FC 12001 – ENVIRONMENTAL FIELD WORK		
This task is complete.	L&G	100%
L&G is waiting for final comments from ENV in Austin.	L&G	90%
This task is complete.	L&G	100%
L&G has received approval from THC on this project. This task is complete.	L&G	100%
We have met with all affected property owners affected by the roadway design. All buildings and structures along the roadway have been photographed. Another public meeting is scheduled for February 29th, to update all affected citizens on the project status.	L&G	86.6%
FC 13010 – PRELIMINARY RIGHT-OF-WAY MAPPING		
This task is complete.	RODS	100%
FC 15001 – SURVEY PLANS AND DESIGN		
L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted survey, along with preliminary survey control index sheets.	L&G	95%
This task is complete.	RODS	100%

FC 15070 – HORIZONTAL & VERTICAL CONTROL/SUB		
This task is complete.	RODS	100%
FC 16001 – ROADWAY DESIGN		
Typical sections for an 84' roadway have been finalized. Intersection layouts have been finalized. We finalized the profile and centerline and are finalizing the design cross sections and earthwork. We have adjusted the alignment to minimize impacts to the gas line as well as ROW impacts at Mile 10 1/2. P&P sheets are being finalized for the 90% submittal.	L&G	88%
FC 16100 – DRAINAGE		
We are evaluating each proposed outfall. We are finalizing the storm drain layouts and discharge curves for the outfalls. We are finalizing the U&D sheets with the storm sewer profile for the 90% submittal.	L&G	88%
FC 16200 – PAVEMENT MARKINGS & SIGNING		
Pavement marking layouts and signing layouts have been finalized for the 90% submittal.	L&G	88%
FC 16300 – SIGNAL DESIGN/SUB		
Condition diagrams, permanent & temporary signal layouts, flashing beacons, signal phasing, timing charts, electrical charts, intersection markings and wheelchair ramp locations are completed. ETSI is currently finalizing the standards, specs & estimate sheets.	ETSI	77%
FC 16302 – TRAFFIC CONTROL PLAN		
We have completed the TCP typical sections and overall plan and have received concurrence from the TxDOT Safety Review Committee. The "Sequence of Construction" and "TCP General Notes" have been created. We have submitted all of the TCP sheets to TxDOT for concurrence.	L&G	88%
FC 16[illegible] – IRRIGATION		
All irrigation crossings have been identified and existing conditions have been drafted. Coordination with the Donna Irrigation District is ongoing. Additional information needed has been obtained from existing project plans. Existing structure details have been verified. We have resubmitted plan sheets to the Irrigation District and are coordinating the tie-downs.	L&G	88%
FC 16[illegible] – UTILITIES		
Major compensable utilities have been identified and adjustment costs have been analyzed and incorporated into the project. We have developed a compensable utility cost estimate and are verifying proof of property interests by each company. Initial letters have been sent to all utilities found within project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been exposed and tied down in the field. We are identifying possible conflict locations to be exposed by the utility companies. Additional utility letters along with preliminary sheets have been sent to all utility companies for comments and mark-up. Comments continue to be received.	L&G	88%
FC [illegible]		
L&G continues to coordinate and manage the work required and is providing County with updates. TCP and cross-sections have been submitted to TxDOT	L&G	88%
FC [illegible]		
This task has not begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Robert Macheska, P.E.
Project Manager

Attachment

INVOICE RECEIVED BY

_____on_____

GOODS/SERVICES RECEIVED BY:

_____on_____

Client Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493 NORTH
FROM MILE 10 TO SH 107

TASK AND DESCRIPTION	FIRM	2008				2009				2010				2011										2012											
		JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
WORK AUTHORIZATION NO. 1																																			
Entire Length of Project																																			
PROJECT PLANNING																																			
Obtain Right of Entry (SURVEYING)	RODS																																		
Update Planimetric and DTM files	RODS																																		
DESIGN SURVEYS	RODS																																		
EXISTING RIGHT-OF-WAY LAYOUT	RODS																																		
1 meetings - w/ Hidalgo County Drainage District No. 1	L&G																																		
1) meetings w/ City of Donna	L&G																																		
1) meetings - w/ Precinct No. 1	L&G																																		
Hydrologic Map	L&G																																		
Utility Coordination	L&G																																		
Coordination with TXDOT AND COUNTY	L&G																																		
Coordination with 2 Irrigation Districts	L&G																																		
Schematic & Environmental Document Development																																			
Develop Schematic with outfalls	L&G																																		
Meet w/TxDOT and revise schematic as per comments	L&G																																		
TXDOT and COUNTY approves Schematic	TXDOT																																		
Public Meeting																																			
Draft Environmental Document, Field Visits, etc	L&G																																		
Submit Draft EA (2ng)	L&G																																		
District Review/Revision)	TXDOT																																		
ENV Review/Revisions	TXDOT																																		
Revisions as per ENV comments	L&G																																		
Agency Coordination	TXDOT																																		
Environmental Clearance	TXDOT																																		
PS&E DEVELOPMENT FROM: MILE 10 TO MILE 14																																			
TXDOT, AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																																		
COMPLETE INTERSECTION LAYOUTS	L&G																																		
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																																		
DESIGN STORM DRAIN SYSTEM	L&G																																		
DESIGN ROADWAY	L&G																																		
SIGNING, PAVT MARKINGS AND SIGNALS	L&G/TSI																																		
SUBMIT 90% PS&E PACKAGE	L&G																																		
TXDOT REVIEW PLAN SUMMITTAL	TXDOT																																		
SUBMIT 95% PS&E PACKAGE	L&G																																		
TXDOT REVIEW PLAN SUMMITTAL	TXDOT																																		
SUBMIT 100% MYLARS	L&G																																		

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

10:03 AM 4/30/2012

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, May 02, 2012 2:04 PM
To: 'Evangelina Garcia'
Subject: Emailing: L & G Inv #11324119 PO 617489 04302012
Attachments: L & G Inv #11324119 PO 617489 04302012.pdf

please place the following invoice for approval on the next CC meeting.

Thanks

Your message is ready to be sent with the following file or link attachments:

L & G Inv #11324119 PO 617489 04302012

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324119
INVOICE DATE: 04/30/12

RECEIVED
MAY 2 2012
HIDALGO COUNTY
COMMISSIONER PCT # 1
JOEL QUINTANILLA

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 090201
FM 493 South WA#1
PO# 617489

Engineering services for the month of April 2012.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Design Schem	254,000.00	254,000.00		254,000.00	100.0	
12001-EA Reports	60,000.00	57,000.00		57,000.00	95.0	3,000.00
12002-Pub Involvment	10,000.00	10,000.00		10,000.00	100.0	
12040-Cul Resc/Sub	20,000.00	20,000.00		20,000.00	100.0	
13002-Owner Data/Cor	35,000.00	35,000.00		35,000.00	100.0	
15011-Field Sur/Sub	150,000.00	150,000.00		150,000.00	100.0	
16001-Rdwy Dsgn	401,000.00	380,950.00	12,030.00	392,980.00	98.0	8,020.00
16104-Outfall Design	67,000.00	63,650.00	2,010.00	65,660.00	98.0	1,340.00
16302-Traf Cntrl Pln	30,000.00	28,500.00	900.00	29,400.00	98.0	600.00
16304-Irrigation	32,000.00	30,400.00	960.00	31,360.00	98.0	640.00
16306-Qty Specs	30,000.00	28,500.00	900.00	29,400.00	98.0	600.00
16307-Utilities	40,000.00	38,000.00	1,200.00	39,200.00	98.0	800.00
3200-Const. Mgnmt	15,000.00				0.0	15,000.00
TOTALS:	1,144,000.00	1,096,000.00	18,000.00	1,114,000.00	97.4	30,000.00

2-1339-431-00-121-053-0-841
PO 617489

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	1,144,000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,144,000.00
TOTAL COMPLETED TO DATE	$	1,114,000.00
LESS PREVIOUS INVOICES	$	1,096,000.00
CURRENT PAYMENT DUE	**$**	**18,000.00**

INVOICE RECEIVED BY
on 5-2-12
GOODS/SERVICES RECEIVED BY:
on

Client: Hidalgo County
Job#090201

ATTACHMENT C
WORK SCHEDULE
FM 493 SOUTH
FROM US 281, North to Business 83

TASK AND DESCRIPTION	FIRM	Task	2012 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2013 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
WORK AUTHORIZATION NO. 1																									
Entire Length of Project																									
PROJECT PLANNING																									
Obtain Right of Entry (SURVEYING)	JES	Complete																							
Update Planimetric and DTM files	JES	Complete																							
DESIGN SURVEYS	JES	Complete																							
EXISTING RIGHT-OF-WAY LAYOUT	JES	Complete																							
□ meetings - w/ Hidalgo County Drainage District No. 1	L&G	Complete																							
□ meetings w/ City of Donna	L&G	Complete																							
□ meetings - w/ Precinct No.1	L&G	Complete																							
Hydrologic Map	L&G	Complete																							
Utility Coordination	L&G	Complete																							
Coordination with TXDOT AND COUNTY	L&G	Complete																							
Coordination with 2 Irrigation Districts	L&G	Complete																							
Schematic & Environmental Document Development		Complete																							
Develop Schematic with outfalls	L&G	Complete																							
Meet w/TxDOT and revise schematic as per comments	L&G	Complete																							
TXDOT and COUNTY approves Schematic	TXDOT	Complete																							
Draft Environmental Document, Field Visits, etc	L&G	Complete																							
Submit Draft EA to District for 1st review	L&G	Complete																							
Public Meeting	TXDOT	Complete																							
District Review/Revisions	TXDOT	Complete																							
ENV Review/Revisions	TXDOT	Complete																							
Revisions as per ENV comments	L&G	Complete																							
Agency Coordination	TXDOT	Complete																							
FHWA Review/Revisons	TXDOT																								
Afford an Opportunity for Public Hearing	TXDOT																								
Fonsi	TXDOT																								
PS&E																									
TXDOT and COUNTY review of outfall locations	L&G	Complete																							
Complete Intersection Layouts	L&G	Complete																							
Design Hydraulic Structures, Outfalls, etc	L&G	Complete																							
Design Roadway	L&G	Complete																							
Signing, Pavement Markings, and Signals	L&G	Complete																							
Turn in 90% Plan Submittal	L&G	Complete																							
TxDOT Review Plan Submittal	TXDOT																								
Turn in 95% Plan Submittal	L&G																								
TxDOT Review Plan Submittal	TXDOT																								
Turn in 100% Mylars	L&G																								
NEW CONTRACT																									
ROW ACQUISTION FOR ENTIRE PROJECT																									
Project Administration	L&G																								
Coordination with County and TxDOT	L&G																								
Preliminary Administrative & Acquisition Process	L&G																								
Title Commitments	L&G																								
Appraisal Reports	L&G																								
Appraisal Review Reports	L&G																								
Appraisal Update Reports	L&G																								
Approved Values by TXDOT	TXDOT																								
Acquisition Negotiation Offers	L&G																								
Title Curative Process	L&G																								
Title Commitment Updates	L&G																								
Payments for Parcels	L&G																								
Condemnation Support Process	L&G																								
Eminent Domain Proceedings by COUNTY	L&G																								
Title Insurance Policies - Negotiations/ED	L&G																								
Consummation of Outstanding Cases	L&G																								

9:34 AM 4/27/2012

L&G Engineering
Transportation Consultants

May 1, 2012

Hon. Joel Quintanilla
Hidalgo County Commissioner, Pct. #1
Attn: Martha Mena
1902 Joe Stevens
Weslaco, TX 78596

RE: FM 493 South, Work Authorization No. 1, PO# 617489, C08-417-12-09, L&G Job#090201

Dear Commissioner Quintanilla:

Attached for your approval is our invoice for services rendered for the month of April 2012. The following is attached:

- L & G's Invoice
- Sub-consultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
FC 11006 – DESIGN SCHEMATICS		
Schematic was turned in to TxDOT Pharr District on January 29, 2010 for District approval. We received District comments on March 3rd and returned to TxDOT March 24th for further processing to TxDOT – Austin. We received comments from Austin on August 17th & resubmitted for final approval on August 30, 2010. We have received final approval from TxDOT. This task is complete.	L&G	100%
FC 12001 – EA REPORTS		
L&G has submitted all documents to TxDOT and is awaiting approval.	L&G	95%
This task is complete.	L&G	100%
The Texas Historical Commission has approved the Archeological report and the Historical report.	L&G	100%
This task is complete.	L&G	100%
All design survey data has been collected for this work authorization.	J.E.S.	100%
L&G has established the final centerline and profile based on survey data. We have coordinated with the IBWC regarding a construction permit within the floodway and are completing the design of the pilot channel bridge. We have received the boring permits from the IBWC to finalize the bridge design. We have submitted the 90% package to TxDOT on Sept 30, 2011. We have received comments from TxDOT on the 90% submittal and are completing final mylars.	L&G	98%
We have identified outfalls and developed a hydrologic map. We have evaluated the hydraulic capacities of existing outfalls and continue to finalize the design. We have submitted the 90%	L&G	98%

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

package to TxDOT on Sept 30, 2011. We have received comments from TxDOT on the 90% submittal and are completing final mylars.		
Final TCP typical sections and sequence of construction has been finalized. A TCP has been submitted to TxDOT for review. We have received TxDOT comments and have finalized the TCP design. We have submitted the 90% package to TxDOT on Sept 30, 2011. We have received comments from TxDOT on the 90% submittal and are completing final mylars.	L&G	98%
We have identified existing irrigation lines and continue to coordinate with the Districts for exposure and tie downs. We have submitted the 90% package to TxDOT on Sept 30, 2011. We have received comments from TxDOT on the 90% submittal and are completing final mylars.	L&G	98%
A preliminary estimate with quantities, specification list as well as General Notes has been developed. E&Q sheets have been developed and a construction estimate has been revised. We have submitted the 90% package to TxDOT on Sept 30, 2011. We have received comments from TxDOT on the 90% submittal and are completing final mylars.	L&G	98%
Surface utilities have been identified and coordination letters have been sent to all utilities. We have drawn up the utilities and included them in the plan sheets. We continue to coordinate with all utility companies. We have submitted the 90% package to TxDOT on Sept 30, 2011. We have received comments from TxDOT on the 90% submittal and are completing final mylars.	L&G	98%
This task has not yet begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Robert Macheska, P.E.
Project Manager

Attachment

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, May 02, 2012 2:07 PM
To: 'Evangelina Garcia'
Subject: Emailing: L & G Inv #11324120 po 644483 04302012
Attachments: L & G Inv #11324120 po 644483 04302012.pdf

Please place this inv on the next CC meeting for approval for payment

Thanks

Your message is ready to be sent with the following file or link attachments:

L & G Inv #11324120 po 644483 04302012

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324120
INVOICE DATE: 04/30/12

RECEIVED
MAY 2 12
HIDALGO COUNTY
COMMISSIONER PCT # 1
JOEL QUINTANILLA

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 090202
FM 493 South WA#2
PO#644483

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2012.						
13003-ROW Map	25,745.50	16,734.58	5,149.10	21,883.68	85.0	3,861.82
13030-ROW Map/Sub	367,500.00	238,875.00		238,875.00	65.0	128,625.00
15010-Design Srv/Sub	58,420.00	55,499.00		55,499.00	95.0	2,921.00
TOTALS:	451,665.50	311,108.58	5,149.10	316,257.68	70.0	135,407.82
13004-ROW Map Mgmt	15,014.00	11,260.50	1,501.40	12,761.90	85.0	2,252.10
13020-ROW Map/Sub	40,492.88	24,295.73		24,295.73	60.0	16,197.15
15010-Desgn Sury/Sub	13,257.12				0.0	13,257.12
09010-Photo&Misc/Sub	8,750.00	8,750.00		8,750.00	100.0	
13041-60% ROW Map (Blue Line)	37,500.00	37,500.00		37,500.00	100.0	
TOTALS:	566,679.50	392,914.81	6,650.50	399,565.31	70.0	167,114.19

2-1342-431-00-121-053-0-841
PO 644483

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	451,665.50
CHANGE BY CHANGE ORDER	$	115,014.00
CONTRACT SUM TO DATE	$	566,679.50
TOTAL COMPLETED TO DATE	$	399,565.31
LESS PREVIOUS INVOICES	$	392,914.81
CURRENT PAYMENT DUE	$	6,650.50

INVOICE RECEIVED BY
_____ on 5-2-12
GOODS/SERVICES RECEIVED BY:
_____ on _____

N

L&G Engineering
Transportation Consultants

May 1, 2012

Hon. Joel Quintanilla
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, TX 78596

RE: FM 493 South, Work Authorization No. 2
C08-417-12-09, PO# 644483, L&G Job#090202

Dear Commissioner Quintanilla:

Attached for your approval is our invoice for services rendered for the month of April 2012. The following is attached:

- L & G's Invoice
- Sub-consultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
L&G has revised the preliminary "blue-line" map that was submitted and provided them comments. L&G has coordinated the revisions to the map and is overseeing the completion.	L&G	85%
JES has submitted a preliminary map with parcel numbering, property ownership, and existing data for review. They continue to work abstracting and updating the map.	J.E.S.	65%
All design survey topo has been completed and line work is being processed and finalized. All raw survey data has been submitted to L&G and completed. Any voids that might appear during QA/QC will be addressed immediately.	J.E.S.	95%

Supplemental #1

TASK		% COMPL
L&G has provided G&M all of the relevant data needed for them to prepare the ROW Map for the additional 25 parcels. L&G continues to conduct status meetings and review their work product. L&G continues to monitor the progress of the development of the ROW map.	L&G	85%
G&M has received the title reports and the preliminary "blue line" ROW map plus conducted the preliminary ROW survey for the additional parcels required.	G&M	60%
This task has not started.	G&M	0%
This task is complete.	G&M	100%

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

This task has been completed and submitted to Guzman & Munoz for his finalization of the ROW Map.	L&G	100%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Robert Macheska, P.E.
Project Manager
Attachment

Client: Hidalgo County

EXHIBIT C
WORK SCHEDULE
FM 493 SOUTH
FROM US 281, North to Business 83

TASK AND DESCRIPTION	FIRM	2011							2012												2013											
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
WORK AUTHORIZATION #2																																
Environmental																																
Revisions as per ENV comments	L&G																															
Agency Coordination	TXDOT																															
FHWA Review/Revisons	TXDOT																															
Afford an Opportunity for Public Hearing	TXDOT																															
Fonsi	TXDOT																															
TxDOT Release of ROW	TXDOT																															
ROW Map																																
Complete 90% ROW Map	JES/G&M																															
L&G Review	L&G																															
Submit Final ROW Map	JES/G&M																															
TxDOT Approval Process	TxDOT																															
PS&E																																
Turn in 90% Plan Submittal	L&G																															
TxDOT Review Plan Submittal	TXDOT																															
Turn in 95% Plan Submittal	L&G																															
TxDOT Review Plan Submittal	TXDOT																															
Turn in 100% Mylars	L&G																															
NEW WA																																
ROW Acquisition For Entire Project																																
Project Administration	L&G																															
Coordination with County & TxDOT	L&G																															
Preliminary Administrative & Acquisition Process	L&G																															
Title Commitments	L&G																															
Appraisal Reports	L&G																															
Appraisal Review Reports	L&G																															
Appraisal Update Reports	L&G																															
Approved Values by TXDOT	TXDOT																															
Acquisition Negotiation Offers	L&G																															
Title Curative Process	L&G																															
Title Commitment Updates	L&G																															
Payments for Parcels	L&G																															
Condemnation Support Process	L&G																															
Eminent Domain Proceedings by COUNTY	L&G																															
Title Insurance Policies - Negotiations/ED	L&G																															
Consummation of Outstanding Cases	L&G																															
Construction Letting																																
Let Project	TxDOT																															

ROW Map Function
L&G Function
TxDOT Function

9:37 AM4/27/2012

AI-32285 **10. I.**

CC CONSENT

Meeting Date: 05/15/2012

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Presentation by (awarded vendor) Hector Ayala d/b/a Uniforms of Texas on acquisition of company and assets (all existing Hidalgo County contracts as of April 9, 2012 pursuant to date of Bill of Sale) by "PREMIERE UNIFORMS d/b/a PREMIERE UNIFORMS and TACTICAL SUPPLY;

2. Requesting authority to exercise the first (1st) of the additional two (2) one (1) year extension terms as provided in current contract #C-10-010-05-25 for: "Purchase of Uniforms and/or Accessories" for Hidalgo County, under the same rates, terms and conditions with PREMIERE UNIFORMS d/b/a PREMIER UNIFORMS TACTICAL SUPPLY.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: obj. 605 Co. Wide

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

BUDGETARY IMPACT:

This is a countywide contract. Possible funding source is obj. 605 "Clothing & Uniforms". Purchases are on an "as needed" basis. Please refer to attached expense report for funding availability as of 5-11-12.

Attachments

Extension-Uniforms of Tx n/k/a Premiere Uniforms & Tactical Supply-

Exp. Report as of 5-11-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/11/2012 11:53 AM
Budget & Management	Merlen P. Munoz	05/11/2012 01:14 PM
Ivan Cantu	Ivan Cantu	05/11/2012 03:36 PM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Letty Saenz Started On: 05/09/2012 01:48 PM

Final Approval Date: 05/11/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 1, 2012

Vernon Thompson, Owner
Norma Navarette, Assistant Manager
Maria Camargo, Office Manager
Hector Ayala d/b/a/ Uniforms of Texas k/k/a
PREMIERE UNIFORMS d/b/a PREMIER UNIFORMS and TACTICAL SUPPLY
6601 Montana Ave, Suite-#B-C
El Paso, Texas 79925
Ph. (915) 771-6601

via email uniformsoftexas@yahoo.com
via email premiereuniformtactical@yahoo.com

Re: Renewal/Extension for Contract #C-10-010-05-25-"Purchase of Uniforms and/or Accessories" (on an as needed basis) - Hidalgo County

Dear Mr. Thompson:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for 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: _____ Date: 5-3-12

Vernon Thompson, Owner or
Authorized Signatory for Premiere Uniforms d/b/a
Premier Uniforms and Tactical Supply

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

PREMI02 OP ID: SF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/03/12

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 GRONA BOLES MARTIN BLOXSOM 800 Isom Road, Suite 100 P. O. Box 790828 San Antonio, TX 78279-0828 William R Martin 210-366-5094 210-366-9549	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Premier Emblem & Insignia and Sterlings Public Safety Uniforms & Equipment; EAT2003-002LLC Vernon Thompson, Individual 2111 West Ave	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Lloyds Ins Co — 41262 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		6607679A424	06/25/11	06/25/12	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
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			6607679A424	06/25/11	06/25/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured - Vendor #CG2015 (11/88)

CERTIFICATE HOLDER

HIDAL03

Hidalgo County
2812 S. Highway Business #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

William Mart

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Bill of Sale

Date: April 9, 2012

Seller: Hector Ayala, Individually and D/B/A Uniforms of Texas

Seller's Mailing Address:

Hector Ayala, Individually and D/B/A Uniforms of Texas
4771 Vista Del Monte
El Paso, El Paso County, Texas 79922

Buyer: Premier Uniform, Inc.

Buyer's Mailing Address:

Premier Uniform, Inc.
2111 West Ave.
San Antonio, Bexar County, Texas 78201

Consideration:

The considerations set forth in that certain Asset Purchase Agreement of even date herewith between Seller and Buyer.

Transferred Properties:

Assets of Seller located at 6601 Montana Ave., Suites B&C, El Paso, Texas 79925, including furniture, fixtures, tools, equipment, inventory, raw material, work in progress, or material used or consumed in Seller's Business, Seller's customer list, telephone and facsimile numbers. Excluded from the sale are Seller's accounts receivable and the inventory of Seller seized by the United States and now in the possession of the United States. Seller is responsible for his accounts payable.

Reservations from Transfer:

None.

Exceptions to Transfer and Warranty:

None.

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the

Transferred Properties to Buyer and Buyer's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise, except as to the Reservations from Transfer and the Exceptions to Transfer and Warranty.

As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer is taking the Transferred Properties "AS IS" and that there are no representations, disclosures, or express or implied warranties except those contained in the Asset Purchase Agreement and this Bill of Sale. Buyer has not relied on any information other than Buyer's inspection and the representations and warranties expressly contained in the Asset Purchase Agreement and this Bill of Sale.

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

Hector Ayala, Individually and D/B/A Uniforms of Texas

Premier Uniform, Inc., a Texas corporation.

By: _____
~~Sterling~~ Thompson, ~~Vice~~ President
VERNON

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on April 9th, 2012, by Hector Ayala, Individually and D/B/A Uniforms of Texas.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF EL PASO)

BENJAMIN RODRIGUEZ
MY COMMISSION EXPIRES
November 6, 2012

This instrument was acknowledged before me on April _____, 2012, by Sterling Thompson, as the Vice President of Premier Uniform, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

BENJAMIN RODRIGUEZ
MY COMMISSION EXPIRES
November 6, 2012

ASSIGNMENT OF CONTRACTS WITH CUSTOMERS

In accordance with the Asset Purchase Agreement between Hector Ayala, Individually and d/b/a Uniforms of Texas as Seller and Premier Uniforms and Sales Co. Inc. as Buyer, I Hector Ayala Individually and d/b/a Uniforms of Texas transfer , convey and assign to Premier Uniforms and Sales Co. Inc. any and all right, title and interest I may own or have any future claim of ownership in and to contracts with customers of Seller.

Seller will furnish to Buyer all information and records which Buyer requests regarding said accounts.

It is agreed that accounts receivable of Seller as of 9, 2012, remain the property of Seller.

Signed this 9 day of April, 2012.

Buyer:
Premier Uniforms and Sales Co., Inc.

Vernon Thompson, President, Buyer

Seller:
Hector Ayala, Individually and D/B/A Uniforms of Texas

Hector Ayala, Seller

BENJAMIN RODRIGUEZ
MY COMMISSION EXPIRES
November 6, 2012

State of Texas
County of El Paso

This instrument was acknowledged before me on April 9, 2012 by Vernon Thompson and Hector Ayala

Notary Public

STATE OF TEXAS §

COUNTY OF EL PASO §

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into by and between **HECTOR AYALA D/B/A UNIFORMS OF TEXAS** hereinafter referred to as "Seller"; and **PREMIER UNIFORM, INC.** hereinafter referred to as "Buyer".

The parties hereto hereby agree as follows:

Seller is presently the owner of business known as UNIFORMS OF TEXAS, hereinafter referred to as the "Business", located at 6601 Montana Ave. , Suites B & C, El Paso, Texas 79925.

The parties are in agreement as follows:

1. Seller agrees to sell and Buyer agrees to purchase all of the assets including customer, mailing lists, telephone and facsimile numbers of the Business, but not including accounts receivable and not including the inventory seized by the United States.
2. Seller shall transfer to Buyer the furniture, fixtures, inventory, equipment, customer list, mailing list, telephone and facsimile numbers and leasehold on the premises located at 6601 Montana Ave., Suites B & C, El Paso, Texas 79925. Excluded from the sale are Seller's accounts receivable and the inventory seized by the United States. With respect to such seized inventory, if and when it is returned to Seller, Seller and Buyer agree to negotiate in good faith for Buyer's purchase of such inventory. In the event that Seller and Buyer cannot reach agreement for the sale and purchase within thirty (30) days of the date of the return of such inventory to Seller, then Seller shall be free to sell such inventory to such persons and upon such terms as Seller shall determine. The sale of such inventory shall not be a violation of Seller's non-compete agreement or consulting agreement as set forth herein.
3. Seller will agree to a Non-Competition Agreement with Buyer for a period of TWO (2) years within 100 miles of Buyer's business location in El Paso, Texas as a part of the consideration for purchase of Sellers assets.
4. Buyer is buying the assets of the Business "AS IS", "WHERE IS", without any warranties of any kind.
5. Seller warrants that he is delivering the assets of the Business free and clear of liens, encumbrances and taxes; PROVIDED, HOWEVER, that Buyer understands that Seller owes trade accounts payable which Buyer is not assuming.
6. The sales price shall be $75,000.00 with payment to Seller at closing, plus the cancellation of Seller's debt to Buyer in the amount of $34,700.00 for outstanding invoices owed.
7. Seller will not voluntarily encumber the assets of the Business.

8. Buyer shall assume Seller's lease for the premises at 6601 Montana Ave., Suites B & C, El Paso, Texas 79925. The rent shall be prorated as of the date hereof.
9. Seller and Buyer shall enter into a Consulting Agreement under which Seller shall be paid a consulting fee, for two years from date hereof, in the amount of five (5%) percent of gross sales, as more particularly defined in the Consulting Agreement. Seller will also agree to a covenant not to compete with Buyer for the two (2) year period within 100 miles of the Business location, which shall also be contained in the Consulting Agreement.
10. Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.
11. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision, or portions thereof, shall not be affected thereby.
12. Whenever used herein, the singular shall include the plural, and the plural shall include the singular.
13. This Agreement shall inure to the benefit of and shall be binding on the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.
14. This Agreement, and the documents executed in accordance herewith, contain the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.
15. The Parties agree that this Agreement in no way creates a partnership or ownership relation between the Buyer and Seller neither shall be responsible for the debts or liabilities of the other.
16. All agreements of the parties shall survive the closing hereunder.
17. This Agreement may be signed in original or by fax in counterparts, each of which shall be deemed an original, and all of the counterparts together shall constitute one complete document.

Executed and effective this 9 day of April, 2012.

Buyer:
Premier Uniform, Inc.

~~Sterling~~ Thompson, ~~Vice~~ President
Vernon

Seller:
Hector Ayala, Individually and
D/B/A Uniforms of Texas

Hector Ayala

REQUIREMENTS AGREEMENT
C-10-010-05-25

THIS AGREEMENT (the "Agreement") is entered into effective as of the **25th** day of **May, 2010** by and between **Hector Ayala** d/b/a **Uniforms of Texas** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Purchase of Uniforms and/or Accessories" (on an as needed basis)** (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 **two (2) years** 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 references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **two (2) years, with the County's sole option to extend/renew for an additional two (2) one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **May 25, 2010** and expire on **May 24, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet 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 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:

Hector Ayala d/b/a/ Uniforms of Texas
Hector Ayala, Owner
6601 Montana Avenue, Suite # B-C
El Paso, Texas 79925

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.

Approved By Commissioners Court: May 25th, 2010

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: Hector Ayala
Title: Owner

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 15, 2010

_____

_____

_____

_____

Re: Hidalgo County - Bid No: 2010-010-03-31-MEG
Request for Bids - Hidalgo County -**"Purchase of Uniforms and/or Accessories"**

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for you 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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
Bid No: 2010-010-03-31-MEG

1. **Request for Bid Letter consists of** __1__ **page.**

2. **Request for Bid, Legal Notice, consisting of** __7__ **pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A" Specifications, consisting of** __10__ **pages.**

4. **Exhibit "B"Bid Form, consisting of** __5__ **pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements, consisting of** __4__ **pages.**
   (Must be submitted with bid)

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)

8. **Certification Regarding Debarment, consisting of** __1__ **page.**
   (Must be submitted with bid)

9. **Draft Requirement Agreement, consisting of** __8__ **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

Martha L. Salazar, CPPB
Purchasing Agent

March 15, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-010-03-31-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626Ext. 4855

REQUEST FOR BIDS

HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"

BID OPENING DATE:
MARCH 31, 2010

Contact Person:

Martha L. Salazar, CPPB, PurchasingAgent
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

1. Sealed bids will be received for **"HIDALGO COUNTY- PURCHASE OF UNIFORMS AND/OR ACCESSORIES** 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: **"RFB-2010-010-03-31-MEG- HIDALGO COUNTY – PURCHASE OF UNIFORMS AND/OR ACCESSORIES** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, MARCH 31 , 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 "RFB-2010-010-03-31-MEG-HIDALGO COUNTY-PURCHASE of UNIFORMS and/or ACCESSORIES"**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
MarthaL. Salazar, Purchasing Agent
(956) 318626

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–PURCHASE of UNIFORMS and/or ACCESSORIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Pre-Bid Conference, 10:30A.M.	**March 18, 2010**
Bid Opening, 9:30 AM	**March 31, 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 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.

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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A.) Meet schedules;
    B.) Pay any required fees or taxes; or
    C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. 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
"PURCHASE of UNIFORMS and/or ACCESSORIES"

To: Martha L. Salazar, CPPB, PurchasingAgent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITED WITH BID)

SCOPE OF THE CONTRACT

This is a firm fixed-price contract calling for delivery of the products identified in the specifications. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions provided but, not limited to the following:

GENERAL REQUIREMENTS

1) The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be **equal or exceeded**. Any bid that does not meet the minimum requirements andor specifications specified will be rejected.

2) Vendor(s) are encouraged to bid on one or multiple items.

3) Specifications may vary by department. Colors, lettering and logos/emblems/seal may differ and no additional fees shall be assessed to the County on similar items.

4) Samples may be subjected to laboratory testing at the discretion of Hidalgo County.

5) Bidders are responsible for all testing costs of their sample garments.

6) Bidder must enclose evidence (dated manufacturers catalogs or similar) that this item is currently a commercial in-stock style. The successful bidder will provide a full size run of try-on garments within ten (10) days for approval.

7) Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year.

8) Garments must be manufactured to ISO 9001 quality assurance standard. (AG0304)

9) All uniforms shall be new and unused.

10) Departments will purchase uniforms **"on an as needed basis"**; there is no guarantee on annual volume.

11) Other Hidalgo County departments, not stated herein, may be included and may utilize this contract for the purchasing of uniforms and/or accessories that meet their specifications and those departments will make minor modifications to the lettering, colors, logos, seals and/or emblems if necessary at no additional charge.

12) Colors and embroidery will be forwarded to the awarded vendor upon purchase. Colors and embroidery will vary.

13) All emblem, seal, logos and embroidery fees shall be included in the unit price.

14) **PRE-BID CONFERENCE**
A pre-bid will be held on **THRUSDAY MARCH 18, 2010 at 10:30 a.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to

acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

15) **SAMPLES**

a. A sample of the uniform/clothing being proposed **MUST** be submitted at no charge to the County with the bids for review and inspection by Hidalgo County. Arrangements will be made with the vendor to return all uniform/clothing at no charge to the County. **IF SAMPLES ARE NOT SUBMITTED, THE BID WILL BE DISQUALIFIED AND REJECTED.**

TERMS AND CONDITIONS

1. The initial term of this contract will be for a two (2) year term, with the County's option to extend the contract for an additional two (2) one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. Vendor will make available a person(s) on an "As Needed Basis" to take measurements of employees prior to ordering.

3. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

4. Insurances required for this project are, general liability, automotive insurance, and worker's compensation. (Refer to Exhibit "C")

5. Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County determines it is in it's best interest to do so.

6. Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.

7. Standard uniform deliveries will be made within 30 (thirty) days to 45 (forty-five) days from orders being placed.

8. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

9. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

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 advantageous to the County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contact.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form ofverifiable 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 beat 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 he 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, MARCH 24, 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 5:00 P.M. MARCH 26, 2010.

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

	PRECINCT No. 1	***#1***
A	**PATCHES, EMBLEMS or EMBROIDERY**	Precinct Emblem (Left Breast Attachment) *Emblem Consists of Blue and Yellow County Shape, with County Emblem Reading PCT. 1 and Star within it. Name (Right Breast Attachment) *Name will be Employees First or Last Name in White Thread Cursive Letters on a 3 ½" x 1 ½" Patch.
B	**SHIRTS**	Button down oxford 60% cotton / 40% poly, colors white, khaki and light blue (Men's sizes small to XXX Large and Women's small to XX Large)
C	**LONG SLEEVE TWILL w/ name and department emblem**	5 ounce, 100% Cotton, Back Pleat, Double Needle Stitching, Patch Pockets Button- down collars, Buton- through sleeve plackets and adjustable cuffs Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording, Sizes are S-XXL Colors: White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering
D	**SHORT SLEEVE TWILL w/ name and department emblem**	5 oz 100 % Cotton, Double needle stitching, Patch pockets, Button-down collar, Double needle hemmed sleeve cuffs. Fabric isgarment washed, Shirts to be embroidered with "COUNTY SEAL" Office Wording and Name Sizes: MXXL
		Colors: Royal Blue, Navy, Khaki, Red, Hunter Green, Black
E	**HEAVY DUTY WORK PANT**	Stain-resistant, 8 ounce 65% poly/ 35% cotton twill, Durable press finish so pants need little or no ironing, Button closure and button close back pocket Full cut thigh, double stitched pockets, 30-44 waist sizes for men and 8-16 sizes for women
		Colors- Khaki, navy, black

	PRECINCT No. 3	***#2***
A	**LONG SLEEVE TWILL**	5 ounce, 100% Cotton, Back Pleat, Double Needle Stitching, Patch Pockets Button- down collars, Button- through sleeve plackets and adjustable cuffs Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording, Sizes are S-XXL Colors: White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

	ELECTIONS DEPARTMENT	***#3***
A	**SHIRTS**	Cotton button up shirt with pocket in both long sleeve and short sleeve with County Logo/ Elections Administrator Logo emblem in color choice of blue, red, maroon, khaki, purple teal or green Sizes vary from small through 2XL.
B	**SPORT POLO SHIRT**	100% cotton --Short sleeve polo shirt with name and department emblem or badge in color choice of blue, red, maroon, khaki, white, orange, brown, navy, pink, black, purple, teal or geen. Sizes vary from small through 2XL

	IT DEPARTMENT	***#4***
A	**SHIRTS**	Cotton button up shirt with pocket in both long sleeve and short sleeve with County Logo/ IT Department emblem in color choice of various colors Sizes vary from small through 2XL.
B	**SPORT SHIRT POLO**	6.1 ounce, 100% Cotton Welt Collar 2 Button Placket Side Seamed with a double needle stitched sleeve and bottom hem Colorfast to maintain original color With County Logo and IT Department emblem in the following color choices. Various Colors: Sizes will vary from S-XXL

	SAFETY DEPARTMENT	***#5***
A	**LONG SLEEVE TWILL**	5 oz, 100%, Back Pleat, Double Needle Stitching, Patch Pockets, Button-down collars, Button-through sleeve plackets and adjustable curs. Fabric is garment washed; Shirts to be embroider with "COUNTY SEAL" office wording and Name. Sizes are from M-XXL
		Colors: White with Navy Blue Seal and lettering
B	**SHORT SLEEVE TWILL**	5 oz 100 % Cotton, Double needle stitching, Patch pockets, Button-down collar, Double needle hemmed sleeve cuffs. Fabric isgarment washed, Shirts to be embroidered with "COUNTY SEAL" Office Wording and Name Sizes: MXXL
		Colors: White with Navy Blue Seal and lettering
C	**SPORT SHIRT POLO**	6.1 oz, 100% cotton, Welt Collar, 2 Button Placket side seamed with a double needle stitched sleeve and bottom hem colorfast to maintain original color, Sizes will vary from M-XXL
		Colors: Navy Blue with white seal and letting
D	**TACTICAL PANTS**	Pre-washed, Fade Resistant, 8.5 oz D0% cotton canvas, Action Waist 59 Heavy duty bar tacks for strength and durability, YKK zip front fly with Prym snap, rear slash pockets, utility strap, fashlight/cell phone pocket side cargo pocket, solid brass d-ring, double reinforced seat, double knees and hidden knee pad pockets, waist sizes men from 30-46
		Colors: Navy Blue
E	**CAPS**	Baseball type 100% polyester, Velcro adjustable strap to beembroidered with "COUNTY SEAL" and Office Wording
		Color: NavyBlue with white seal and lettering

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

	CONSTABLE PRECINCT NO. 3 (sample needed for all products)	***#6***
A	**RAINCOAT** corrections done	48" Vinyl Raincoat with sealed seams, pass through pockets, non-corrosive snap-front closure; detachable, snap on hood, ventilated back and underarms, and screen printed on the back in Black with Constable in capital letter 4" (Sizes from small to XXXXL)
B	**TROUSER BELT**	1 ¾" Black leather belt, hand-creased with rubbed edges with removable nickel buckle with plain finish (Sizes 28 to 50 waist)
C	**TIE**	Taupe color, Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt, size Regular (17½") Long (19 ½"), 3" wide with permanent knot, made of polyester
D	**TACTICAL UNIFORM**	Shirt: Long sleeve, pen/pencil pocket, two large chests pockets with hidden buttons, reinforced elbows, hidden button front, adjustable waist and cuff tabs, double stitched seams, Brown in color (size from regular or long from small to XXXXXL)
E	**PANTS**	BDU pants, Brown in color, sizes fom regular or long from small to XXXXXL, constructed from 7.0 oz./ 65%poly / 35% cotton. Roomy thigh back pockets with hidden buttons, reinforced knees and seats, waist tabs, drawstrings button, button fly
F	**CAPS**	Hot weather combat cap, Brown in color, constructed from 65% poly / 35% cotton (size from small to XXL)
G	**T SHIRTS**	Constructed from 65% poly / 35% cotton, brown in color (sizes from small to XXXXL)
H	**NAME STRIPS**	Embroidered name strips, Khaki in color with black lettering and applied to shirt to shirt to the tactical uniform shirt
I	**RED SHOULDER CORDS**	VENDORS MUST BRING SAMPLES
J	**UNIFORM PATCHES**	VENDORS MUST BRING SAMPLES
K	**DRESS GLOVES**	White in color, with snaps, 100% cotton (sizes medium to X Large)
L	**REPLACEMENT BUTTONS FOR SHIRTS**	The Star of Texas with Texas spelled out on the button, one button finish will be silver and the other button finish will be gold, with toggles/ washers
M	**RAIN COVERS FOR HATS**	Plastic covers for hats 4"brim
N	**COWBOY HATS**	Straw hats, Stetson straw (equal or better) Style: Roper, Color Silver Belly, 4" Brim with brown eyelits, quality 4 X to 10 X, brown brim strap (sizes: 6 ¾and up)... Felt cowboy hat: Stetson felt (equal or better), Style: Roper, Color Silver Belly, 4" brim, quality 4X or better (sizes 6 ¾and up)
O	**SHIRTS**	Button down oxford 60% cotton / 40% poly, colors white, khaki and light blue (Men's sizes small to XXX Large and Women's small to XX Large)
P	**MISCELLANEOUS CAPS**	Mesh baseball cap 65% polyester / 35% cotton 100% mesh back w/ embroidered department emblem (emblems may vary) adjustable
Q	**SHIRT**	Body armor under shirt (sizes small and up)
R	**TWILL LONG SLEEVE SHIRT**	Embroidered with name and department emblem or badge (sizes small and up)
S	**POLO SHIRT**	Short sleeve polo shirt with name and department emblem or badge (sizes small and up)
T	**TRADITIONAL WORK COAT (equal or better)**	Constructed from 12 oz. firm hand 100% cotton duck material, 100% nylon quilted-to-polyester artic weight lining, corduroy top collar with snaps under the collar and zipper front with Velcro wind flap (color duck brown) sizes small and up

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

	Juvenile Justice Center	#7
	(Boot Camp, Star "Specialize Treatment & Rehabilitation Project", Detention)	
A	**BDU TROUSERS**	Propper (or equivalent to) pants, 60% Cotton/ 40% Polyester, Color – Navy Blue Sizes- X Small through X-Large
B	**SWAT BOOTS**	Sizes (Men) - 9 through 10 ½W, Sizes (Women) 7 through 9
C	**RUNNING SHOES**	Heavy duty with breathable eyelets, reinforced rubber toe cap, full cushion insoles, non-skid, non marking Sizes 7 ½through 11
D	**SHOES DECK STYLE**	Heavy duty canvas step Canvas uppers, non skid rubber soles, Color- Navy, Sizes Male and Female 5-13
E	**BELTS**	Color- Black Sizes-Small through X Large
F	**YOUTH T-SHIRTS**	Jerseys Heavy Weight Blend (or equivalent to) t-shirts, 50% Cotton/ 50% Polyester, Color- Navy blue with mustard yellow lettering on left side and back, Male and Females sizes- Small through X Large
G	**YOUTH SHORTS**	Jerseys Heavy Weight Blend (or equivalent to) shorts, 50% Cotton/ 50% Polyester, Color- Navy Blue with Mustard Yellow Lettering on Left Side, Male and Female Sizes- Small through X Large
H	**STAFF T-SHIRTS**	Jerseys Heavy Weight Blend (or equivalent to) t-shirts, 50% Cotton/ 50% Polyester, Color- Navy Blue with Mustard Yellow Lettering on Left Side and Back, Male and Female Sizes- Small through XX Large
I	**STAFF SHORTS**	100% Polyester/ 100% Nylon, Color- Black with no lettering, Male and female sizes- Small through XX Large
J	**WALKING SHORTS**	Regular Length Walking Shorts * Polyester/ Cotton Blend, Elastic Waistband no drawstring or pockets, Color- navy with no lettering, Sizes- Male and Female small through 4X Large
K	**WINDBREAKER JACKETS**	Color- Blue or Black with Lettering on left side and back, Male and Female Sizes- Small through XX Large, Shell: 100% Nylon coated with 600 MM Acrylic, Body Lining: 65% Polyester/ 35% Cotton, Sleeve Lining; 100% Cotton or Shell: 100% Nylon Lining: 100% Polyester
L	**V-NECK SHIRTS**	Polyester/ Cotton Blend Fabric, Triple Stitch Short Sleeve, Color-Navy with No Lettering, Sizes- Male and Female small through 4 X Large
M	**T-SHIRT CREW NECK**	White, preshrunk, durable taped neck, shoulder seams, extra long tail, 100% cotton ....sizes: small, medium, large adults and XL
N	**SWEAT TOP**	Ash Gray Crew Neck 50% Cotton, 50% Polyester, Collar, cuffs Waistband is covered-seamed and ribbed Sizes small, medium, large and XL
O	**SWEAT BOTTOM**	Ash Gray 50% Cotton, 50% Polyester ....Elastic cuffs Sizes small, medium, large and XL
P	**SWEATSHIRTS**	50% Cotton/ 50% Polyester, Long sleeves, Color- navy, Size- Medium through 3 XL
Q	**SWEATPANTS**	50% Cotton/ 50% Polyester, Elastic Waistband, Removable Drawstring, Color- Navy, Size Medium through 3 XL
R	**SPORT BRAS**	Two ply lycra/cotton, Hookless pull on style no metal of plastic, racer style back, Color- White, Sizes- small through XX Large
S	**WOMEN'S PANTIES**	Brief style, Elastic waistband and leg bands, cotton, Color- white, Sizes 5 through 10
T	**MEN'S BRIEFS**	Cotton, Color- White, Size- Small through X Large
U	**BOXER BRIEFS**	Preshrunk, white, 100 %cotton youth sizes small (small, med, large & XL)
V	**TUBE SOCKS**	Cotton Polyester blend, Color- white, Size- small through large
W	**CREW SOCKS**	White crew socks, 86% cotton, 14% man made fiber reinforced gray heel and toe ...Extra thick cushioned foot
X	**DISPOSABLE SHIRTS AND TROUSERS**	Spun bonded polypropylene, cloth like fabric, Color- Light blue, Size- Medium through XX Large
Y	**COOKING HATS**	Disposable white, (Sizes med, large)

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

		FIRE MARSHAL	***#8***
A	**LONG SLEEVE TWILL**	5 ounce, 100% Cotton, Back Pleat , Double Needle Stitching, Patch Pockets, Button- down collars, Button- through sleeve plackets and adjustable cuffs, Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording , Sizes are M-XXL	
		Colors:	White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering
B	**SHORT SLEEVE TWILL**	5 ounce, 100% Cotton, Double needle stitching, Patch pockets , Button- down collar, Double needle hemmed at sleeve cuffs, Fabric isgarment washed, Shirts to be embroidered with "County Seal" and Office wording, ...Sizes are M-XXL	
		Colors:	White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering
C	**SPORT SHIRT POLO**	6.1 ounce, 100% Cotton, Welt Collar, 2 Button Placket Side Seamed with a double needle stitched sleeve and bottom hem Colorfast to maintain original color, Sizes will vary from M-XXL	
		Colors:	Navy, Khaki, Red, Hunter Green, Black
D	**DUTY POLO**	70% Cool Max Fabric or equivalent to Comfort fit pattern and extra long tails with side vents, 30% Polyester Construction ½ inch 3M Scotchlite (or equivalent to) reflective trim around sleeves for greater visibility, Microphone keepers on shoulders and on front placket, Single pocket on left side, Shirts to have department badge embroidered on left chest Sizes will vary from M-XXL	
		Colors- Navy, White, Black	
E	**T-SHIRTS**	6 ounce, 100% Cotton combed ring spun cotton, 18 singles, Taped shoulder to shoulder, Cover seamed front neck armholes and shoulders, Double needle sleeve and bottom hem, Sizes will vary from M-XXL	
		Colors- black, navy, khaki	
F	**SWEATSHIRT**	Crewneck style with rib-knit collar, Cuffs and bottom, Smooth finish on outside and brushed fleece inside Sizeswill vary from M-XXL	
		Color-Navy	
G	**STRUCTURAL BOOT**	16" Bunker fire boots, Shoe fit design, Padded shin protector, Crack resistant poly shell, Black with , safety yellow trim, Steel shank, Steel midsole, Steel toe, Waterproof Lug outsole, Sizeswill vary: Men 8-12 and Women 6-9	
H	**CAPS**	Baseball type, 100% polyester , Velcro adjustable strap , Color- Navy	

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

	FIRE MARSHAL(cont'd)	*#8*
I	**CLASS A SHIRT**	Lightweight 4.5 oz 65% polyester/ 35% cotton, Military style shirt, Sewn in Creases, Scalloped pocket flap with pleated pockets, Short sleeve style to have convertible collar, Long sleeve style to have banded collar, Sizes will vary from M- XXL Colors- White and Navy
J	**TACTICAL PANT**	Pre-washed, Fade Resistant, 8.5 ounce 100 % cotton canvas, Action Waist 59 Heavy duty bartacks for strength and durability, YKK zip front fly with Prym snap, Rear slash pockets, Utility strap, Flashlight/cell phone pocket Side Cargo Pockets, Solid brass dring, Double reinforced seat, Double knees and hidden knee pad pockets, 30-44 waist sizes for men and 8-16 sizes for women
K	**HEAVY DUTY WORK PANT**	Stain-resistant, 8 ounce 65% poly/ 35% cotton twill, Durable press finish so pants need little or no ironing, Button closure and button close back pocket Full cut thigh, double stitched pockets, 30-44 waist sizes for men and 8-16 sizes for women Colors- Khaki, navy, black
L	**CLASS A TROUSER**	5 oz 65% polyester 35% cotton, Brass ratcheting YKK zipper, Crush- proof hook and eye closure, 30-44 waist sizes for men and 8-16 sizes for women Colors- Navy, Black, Khaki
M	**TACTICAL TROUSER**	6.5 oz 65% polyester/ 35% cotton twill, Gripper elasticwaistband shirt stay Two 8.5"deep rear flashlight pockets (sap pockets), Two cargo pockets with extra pockets inside (outer pockets have Velcro closure and inside pockets have brass zipper closures), Two back pockets with button tabs, Large keystone belt loops, Brass fly zipper with auto-lock closure, Split seam tailored construction, Extra strength tandem-needle seat seam, Triangular bartacks at all stress points, 30-44 waist sizes for men and 8-16 sizes for women Color- Navy, Black
N	**WINDBREAKER**	Two front slash pockets, Drawstring bottom, Snap front closure, Water repellent nylon shell, Lightweight flannel lining, Set in sleeves with elasticized cuffs, Sizes will vary from M- XXL Color- navy
O	**RAINCOAT**	ANSI Class 3 Reversible 50" Raincoat, Has black 200 denier nylon shell that reverses to fluorescent orange-red 250 denier polyester, Made from NFPA 701 flame retardant material, ANSI Side has 360 degrees of 3M Scotchlite (or equivalent to) retroreflective striping, Sealed seams and storm front with snap closure for full protection, Raglan sleeves for easy movement, Coat to come with pass-through pocket for easy access to duty belt and gear. Sizes will vary from M- XXL
P	**DUTY JACKET**	Duty jacket with three ply Taslan and Hiptex 2000 or equivalent, Double storm flap, Storm collar and adjustable cuffs, Zip out Thinsulate liner for added warmth (or equivalent to), 360 degrees telescopic sleeve system for full arm extension, Convertible 3M Scotchlite reflective trim on cuffs (or equivalent to), Side zippers for access to equipment, Pit zips for ventilation and easy emblem application, Two outside pockets with side hand warmer openings, Two inside pockets fully accessible with liner, Liner has additional pocket, Detachable epaulets, Sizes will vary from M-XXL Colors- Navy, Black
Q	**OVERALLS**	Duck Bib 100% Cotton, Large bib pocket and pencil division in front, Handy double rule pocket and hammer loop, Reinforced back pockets, Crossover high back, Triple stitching and bartacks, Sizes will vary from M- XXL
R	**DUTY BOOT**	8" Men's Waterproof ETC Safety Toe Zipper Boot (or equivalent to), Lace to toe military styling, Steel toe bootmeets ANSI Z41 PT99 M1/75 C/75 and ASTM F2413-05 standards, Side Zipper, Leather/Cordura nylon (or equivalent to), Walotex membrane (or equivalent to), Steel shank, Removable insole, Slip resistant vibram outsole (or equivalent to), Sizes will vary: Men 8-12 and Women 6-9

EXHIBIT "B"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

01. ***Precinct No. 1***

A.	Patches, Emblems, Embroidery		$
B.	Shirts	S-X Large	$
		2XLG-3XLG	$
C.	Long Sleeve Twill	S-X Large	$
		2XLG-3XLG	$
D.	Short Sleeve Twill	S-X Large	$
		2XLG-3XLG	$
E.	Heavy Duty Work Pant	Men 30-44	$
		Women 8-16	$

02. ***Precinct No. 3***

A.	Long Sleeve Twill	S-X Large	$
		2XLG-3XLG	$

03. ***Elections Department***

A.	Shirts with pockets (long and short sleeves)	S-X Large	$
		2XLG-3XLG	$
B.	Sport Polo Shirt (short sleeve)	S-X Large	$
		2XLG-3XLG	$

04. ***IT Department***

A.	Shirts with pockets (long and short sleeves)	Small- X Large	$
		2XLarge	$
B.	Sport Polo Shirt (short sleeve)	Small- X Large	$
		2XLarge	$

05 ***Safety Department***

A.	Long Sleeve Twill	Small- X Large	$
		2XLarge	$
B.	Short Sleeve Twill	Small- X Large	$
		2XLarge	$
C.	Sport Shirt Polo	Small- X Large	$
		2XLarge	$
D.	Tactical Pants	Men 30-46	$
E.	Caps		$

6. *Constable Precinct No. 3*

A.	Raincoat	S-X-Large	$
		2XLg-6XLg	$
B.	Trouser Belt	Sizes 28-50 waist	$
C.	Tie		$
D.	Tactical Uniform Shirt	Small-X Large	$
		2XL-6XL	$
E.	Pants	Small-X Large	$
		2XL-6XL	$
F.	Caps	Small-X	$
		2X Large	$
G.	T-Shirts	Small-X Large	$
		2XL-6XL	$
H.	Name Strips		$
I.	Red Shoulder Cords		$
J.	Uniform Patches		$
K.	Dress Gloves	S-X LG	$
L.	Replacement Buttons for Shirts		$
M.	Rain Covers for Hats		$
N.	Cowboy Hats (See Specifications)	6 ¾ & up	$
O.	Shirts Men's	Small-X LG	$
		2XL-3XLG	$
	Women's	Small-X LG	$
		2XL-3XLG	$
P.	Miscellaneous Caps		$
Q.	Shirts	Small-X LG	$
		2XL-3XLG	$
R.	Twill Long Sleeve Shirt	Small-X-LG	$
S.	Polo Shirt	Small-X-LG	$
T.	Traditional Work Coat	Small-X-LG	$

07. ***Juvenile Justice Center***
(Boot Camp, Star "Specialize Treatment & Rehabilitation Project", Detention)

A.	BDU Trousers	Sizes XS-XL	$
B.	Swat Boots	(Men) 9-10 ½ W	$
		(Women) 7-9	$
C.	Running Shoes	7 ½- 11	$
D.	Heavy Duty Canvas **Step Ins Deck Style Shoes**	(Men) 9-10 ½ W	$
		(Women) 7-9	$
E.	Belts	Small- X Large	$
F.	Youth T-Shirts	Small- X Large	$
G.	Youth Shorts	Small- X Large	$
H.	Staff T-Shirts Small- X Large	2XLarge	$
I.	Staff Shorts Small- X Large	2XLarge	$
J.	Reg. Length Walking Shorts Men	S-XLG	$
		XXL-4XL	$
	Women	S-XLG	$
		XXL-4XL	$
K.	Windbreaker Jackets Small-X Large (M & F)	Sm-X Lg	$
		2XLarge	
L.	V-Neck Shirts Small- X Large	2XLarge-	$
		4XLG	$
M.	T-Shirts Crew Neck	SM, Med, LG	$
N.	Sweat Ash Gray Top	SM, Med, LG	$
O.	Sweat Ash Gray Bottom	SM Med, LG	$
P.	Sweatshirts	S-X LG	$
		2X LG	$
Q.	Sweatpants	S-X LG	$
		2XLG	$
R.	Sport Bras Small-X Large	2XLG	$
S.	Women's Panties	Sizes 5-10	$
T.	Men's Briefs	Small-X LG	$
U.	Boxer Briefs	SM-M-LG	
V.	Tube Socks	Small-LG	$
W.	Crew Socks		$
X.	Disposable shirts & trousers	Med, LG	$
		XXL	$
Y.	Cooking Hats	Med, LG	$

08. ***Fire Marshal***

A.	Long Sleeve Twill	Med X LG	$
		2XLG	$
B.	Short Sleeve Twill	Med X LG	$
		2XLG	$
C.	Sport Shirt Polo	Med X LG	$
		2XLG	$
D.	Duty Polo	Med X LG	$
		2XLG	$
E.	T-Shirts	Med X LG	$
		2XLG	$
F.	Sweatshirts	M-X LG	$
		2XLarge	$
G.	Structural Boots	(Men) 8-12	$
		(Women) 6-9	$
H.	Caps		$
I.	Class A Shirt	M-X LG	$
		2XLarge	$
J.	Tactical Pant	Men 30-44	$
		Women 8-16	$
K.	Heavy Duty Work Pant	Men 30-44	$
		Women 8-16	$
L.	Class A Trouser	Men 30-44	$
		Women 8-16	$
M.	Tactical Trouser	Men 30-44	$
		Women 8-16	$
N.	Windbreaker	M-X LG	$
		2XLarge	$
O.	Raincoat	M-X LG	$
		2XLarge	$
P.	Duty Jacket	M-X LG	$
		2XLarge	$
Q.	Overalls	M-X LG	$
		2XLarge	$
R.	Duty Boot	Men 8-12	$
		Women 6-9	$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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

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 EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE 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 "C"

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

Revised 3a:25:2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 . Edinburg, Texas 78539 or 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.:

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

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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"

BID PAGE

FINAL REVISED #3 -EXHIBIT "B"
HIDALGO COUNTY- Addendum 3
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

01. ***Precinct No. 1***

A.	Patches, Emblems, Embroidery		$ 5.50
B.	Shirts EDWARDS 1077	S-X Large	$ 16.95
		2XLG-3XLG	$ 17.95
C.	Long Sleeve Twill CHESTNUT S600T	S-X Large	$ 23.90
		2XLG-3XLG	$ 27.99
D.	Short Sleeve Twill CHESTNUT S500T	S-X Large	$ 23.90
		2XLG-3XLG	$ 27.99
E.	Heavy Duty Work Pant DICKIE 874	Men 30-44	$ 13.45
		Women 8-16	$ 13.45

02. ***Precinct No. 3***

A.	Long Sleeve Twill CHESTNUT S600T	S-X Large	$ 23.90
		2XLG-3XLG	$ 25.99

03. ***Elections Department***

A.	Shirts with pockets (long and short sleeves) EDWARDS 1230/1280	S-X Large	$ 16.95
		2XLG-3XLG	$ 18.95
B.	Sport Polo Shirt (short sleeve) BRODER BROTHERS 3800	S-X Large	$ 10.85
		2XLG-3XLG	$ 13.00
C	Jackets Liberty 560	S-X Large	$ 16.95
		2XLG-3XLG	$ 18.31
D	Logo Patch PREMIER		$ 1.90

04. ***IT Department***

A.	Shirts with pockets (long and short sleeves) EDWARDS 1230/1280	Small- X Large	$ 16.35
		2XLarge	$ 18.62
B.	Sport Polo Shirt (short sleeve) BRODER BROTHERS 3800	Small- X Large	$ 8.89
		2XLarge	$ 11.01

OPENED
9:5[illegible]am
3/31/2010
Witnessed

05 *Safety Department*

A.	Long Sleeve Twill CHESTNUT S600T	Small- X Large 2XLarge	$ 24.99 $ 27.99
B.	Short Sleeve Twill CHESTNUT S500T	Small- X Large 2XLarge	$ 24.99 $ 27.99
C.	Sport Shirt Polo BRODER BROTHERS 3800NV	Small- X Large 2XLarge	$ 8.89 $ 11.01
D.	Tactical Pants 5.11 74251	Men 30-46	$ 27.00
E.	Caps BRODER BROTHERS 6363V		$ 6.50

6. *Constable Precinct No. 3*

A.	Raincoat LIBERTY 580MYE	S-X-Large 2XLg-6XLg	$ 14.95 $ 16.95
B.	Trouser Belt DUTYMAN 1611PL	Sizes 28-50 waist	$ 12.90
C.	Tie SAM BROOME 90010		$ 3.20
D.	Tactical Uniform Shirt ATLANTICO 1384	Small-X Large 2XL-6XL	$ 19.90 $ 21.90
E.	Pants ATLANTICO 1343	Small-X Large 2XL-6XL	$ 19.90 $ 21.90
F.	Caps ROTHCO 9481	Small-X 2X Large	$ 4.80 $ 4.80
G.	T-Shirts ROTHCO 7848	Small-X Large 2XL-6XL	$ 4.40 $ 5.40
H.	Name Strips JC BOWLING		$ 2.50
I.	Red Shoulder Cords PREMIER P6010		$ 7.95
J.	Uniform Patches PREMIER		$ 1.90
K.	Dress Gloves PREMIER P7005	S-X LG	$ 3.00
L.	Replacement Buttons for Shirts PREMIER P5309		$ .79¢
M.	Rain Covers for Hats PREMIER P9002		$ 3.50
N.	Cowboy Hats (See Specifications)	6 ¾ & up	$ NO BID
O.	Shirts EDWARDS 1077 Men's 5077 Women's	Small-X LG 2XL-3XLG Small-X LG 2XL-3XLG	$ 10.95 $ 12.95 $ 10.95 $ 12.95
P.	Miscellaneous Caps ALPHA BX010		$ 7.50
Q.	Shirts UNER ARMOR 5384	Small-X LG 2XL-3XLG	$ 13.50 $ 13.50
R.	Twill Long Sleeve Shirt CHESTNUT S600T	Small-X-LG	$ 26.49
S.	Polo Shirt BRODER BROTHERS 3800	Small-X-LG	$ 12:50
T.	Traditional Work Coat DICKIE 77-239	Small-X-LG	$ 31.00

OPENED
9:5 Mam
3/31/2010
Witnessed

FINAL REVISED #3 -EXHIBIT "B"
HIDALGO COUNTY- Addendum 3
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

07. ***Juvenile Justice Center***

(Boot Camp, Star "Specialize Treatment & Rehabilitation Project", Detention)

A.	BDU Trousers PROPPER F520112412	X-Small – X-LG	$ 16.60
B.	BDU Shirt PROPPER F524212412	X-Small-X-LG 2XLG-4XLG	$ 16.60 $ 16.60
C.	Swat Boots SWAT 1150/1150F	Womens 6-9 Mens 7-10 1/2 w	$ 48.50 48.50
D.	Running Shoes	Womens 6-9 Mens 7½-11	$ 49.00 $ 49.00
E.	Hats	Small-X-LG	$ 77.50
F.	Caps	Small-X-LG	$ 4.79
G.	Shoes Deck Style	Womens 5-9 Men 5-13	$ NO BID $
H.	Heavy Duty Canvas Shoes	Womens 5-9 Mens 7 ½ -11	$ NO BID $
I.	Belts ROTHCO 4174	Small- XLG	$ 2.50
J.	Youth T-Shirts BRODER BROTHERS 29B	Med X LG 2XLG	$ 5.75 $ 6.75
K.	Youth Shorts	Med X LG 2XLG	$ NO BID $
L.	Fleece Sweat shorts	Med X LG 2XLG	$ NO BID $
M.	Staff T-Shirts BRODER BROTHERS 29M	Med X LG 2XLG	$ 5.75 $ 6.75
N.	Staff Shorts	Med X LG 2XLG	$ 6.56 $ 7.56
O.	REG Walking shorts	Med X LG 2XLG	$ NO BID $
P.	Windbreaker Jackets LIBERTY 560	Med X LG 2XLG 4XLG	$ 15.00 $ 16.00
Q.	V-Neck shirts ALPHA 2456/652	Med X LG 2XLG	$ 6.07 $
R.	T-Shirt Crew Neck BRODER BROTHERS 363M	Med X LG 2XLG	$ 2.29 $ 3.29
S.	Walking Shorts (Triple Stitch)	Med X LG 2XLG	$ NO BID $
T.	Sweat Ash Top BRODER BROTHERS 4662M	sm- med- lg	$ 6.50
U.	Sweat Ash Bottom BRODER BROTHERS 4850MP	sm- med- lg	$ 9:30
V.	Sweatshirts ~~BRODER BROTHERS 4662M~~	sm- med- lg	$ 7.50

OPENED
9:30am
3/31/2010
Witnessed

W.	Sweatpants BRODER BROTHERS 4850MP	Med X LG 2XLG	$ 9.60 $ 12.35
X.	Sport Bras BRODER BROTHERS 699S	Small-XX-LG	$ 15.90
Y.	Women's Panties BRODER BROTHERS B491	5-10	$ 3.90
Z	Men's Briefs UNDER ARMOR 1000667	Small- XLG	$ 12.00
aa	Boxer Briefs	Youth S-XLG	$ NO BID
bb	Tube Socks	Small-LG	$ 1.90
cc	Crew Socks	Small-LG	$ 6.95
dd	Ankle Socks	Small-LG	$ 7.95
ee	Disposable Shirts & Trousers	sm- med- lg	$ NO BID
ff	Cooking Hats	sm- med- lg	$ NO BID
gg	Shower Shoes	sm- med- lg-xlg	$ NO BID
hh	Cook Whites-Top RED KAP 5020WH	Small-X-LG	$ 5.50
ii	Cook Whites-Bottom RED KAP 2020WH	Small-X-LG	$ 9.30
JJ	Work Shirts DICKIE LS508	Womens S-XL Mens S-XXI	$ 8.50 $ 8.50
kk	Work Pants DICKIE 874	Womens S-XL Mens S-XXI	$ 14.45 $ 14.45

08. ***Fire Marshal***

A.	Long Sleeve Class A FECHHEMIER 45W6900	Med X LG 2XLG-3XLG	$ 39.80 $ 47.76
	Short Sleeve Class A FECHHEMIER 95R6900	Med X LG 2XLG-3XLG	$ 34.10 $ 40.92
B.	Performance Polo Shirt UNITED UNIFORM 571	Med X LG 2XLG-3XLG	$ 32.00 $ 36.94
C	Ufx Performance Tactical Polo's 5.11 71182	Med X LG 2XLG-3XLG	$ 19.95 $ 21.00
D	Sweatshirt BRODER BROTHERS 4662M	Med X LG 2XLG-3XLG	$ 7.39 $ 9.91
E	Sweatshirt CHESTNUT C874 100% Poly Cap	Med X LG 2XLG-3XLG	$ 6.99 $
F	Tactical Taclite Pro Pant 5.11 74273	M-X LG 2XLG-4 XLG	$ 27.96 $ 28.96
G	Tactical 5 In 1 Jacket 5.11 48017	M-X LG 2XLG-4 XLG	$ 130.00 $ 131.00
H	Tactical Packable Jacket (Plain) 5.11 48035	M-X LG 2XLG-4 XLG	$ 15.95 $ 16.95
I	Tactical Uniform Boot BATES 2272	(Men) 9-12	$ 86.50
J	Leather Fire Fighting Boot THOROGOOD 804-6391	(Men) 9-12	$ 205.95
K	Fire Protective Clothing, Pants And Coat	M-X LG 2XLG-4 XLG	$ NO BID $

OPENED
9:57am
3/31/2010
Witnessed

FINAL REVISED #3 -EXHIBIT "B"
HIDALGO COUNTY- Addendum 3
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

L	Tactical Holster Shirt	Med X LG 2XLG-3XLG	$ 28.00 $ 29.00
M	Tactical Operator Belt		$ 17.95
N	Tactical B Class Uniform Pants - Men's, Poly-Rayon	various sizes	$ 37.50

BIDDER/COMPANY NAME: UNIFORMS OF TEXAS

ADDRESS: 6601 MONTANA AVE SUITE B&C

CITY/STATE/ZIP: EL PASO TEXAS 79925

PHONE NO/FAX NO: 915-771-6601 915-843-6601

E-MAIL ADDRESS: uniformsoftexas@yahoo.com

AUTHORIZED SIGNATURE:

TITLE: OWNER

OPENED
9:57am
3/31/2010
Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/24/10

PRODUCER
BACA INSURANCE
VICTOR BACA
5539 N MESA SUITE A
EL PASO, TX 79912
PHONE: 915 231 9969

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
HECTOR AYALA
DBA UNIFORMS OF TEXAS
6601 MONTANA AVE
EL PASO, TX 79925

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SAFECO INSURANCE	
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	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	01CH35449340	02/06/2010	02/06/2011	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
A		AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	04CC22017320	11/15/2009	11/15/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE	$ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	04WC50632820	11/14/09	11/14/10	✓ WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER K

HIDALGO COUNTY
2812 S HIGHWAY BUSINESS #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

© ACORD CORPORATION 1988

AI-20977 **22.E.2.**

Purchase of Uniforms and/or Accessories

CC REGULAR

Date: 05/25/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Co. Wide

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Information

CAPTION

Recommending award of bid and approval of contract to bidder meeting all specifications and/or requirements as attached hereto for "Hidalgo County-Purchase of Uniforms and/or Accessories on an "As Needed Basis" Bid No.: 2010-010-05-04-MEG

BACKGROUND

Contract Documents have been reviewed and approved as to form by legal counsel.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-414-00-130-001-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
$0.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-50-115-059-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
$1,284.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-32-330-001-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
$6,244.29 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-60-330-002-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
$6,003.52 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1286-423-00-330-004-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
$1,000.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1295-423-00-330-028-0-605

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

BUDGETARY IMPACT:

$12.45 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-005-0-605

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

BUDGETARY IMPACT:

$638.07 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-001-0-605

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

BUDGETARY IMPACT:

$0.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-10-300-001-0-605

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

BUDGETARY IMPACT:

$1,715.81 available balance as of 05/20/10. Purchases on an as needed basis only.

Attachments

Link: Memos of Recommendations

Link: Contract Document-C-10-010-05-25

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/19/2010 10:33 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/20/2010 10:22 AM	APRV
3	Auditor's Office		05/21/2010 04:49 PM	NEW

Form Started By: Elena Gomez Started On: 04/28/2010 08:39 AM

Final Approval Date: 05/21/2010

A. Hidalgo County

1. no action **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
no action
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
no action
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. **AI-21275** Recommending award of bid and approval of contract document to sole bidder (Valley Bottle Water, LLC)meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Bottled Water Products & Services" Bid No.: 2010-005-04-07-SMA
approved

5. **AI-21274** Safety Division & Human Resources:
Presentation of bids received for the purpose of award and approval of contract document to the vendor meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Drug and Alcohol Testing for Hidalgo County Employees" Bid No.: 2010-170-05-05-SMA
approved

6. **AI-21219** a. Recommending action to reject bid received for: Hidalgo County- "Purchase, Removal & Related Services for Shredded & Recyclable Materials" 2010-128 so as restructure the specifications, terms and conditions of this pilot project;
approved

b. Authority to re-advertise and approval of modified procurement packet for Hidalgo County- "Purchase, Removal & Related Services for Shredded & Recyclable Materials" 2010-216-MEG
approved

7. **AI-21293** Ratification of publication of first advertisement (due to time constraints) with authority to continue with second advertisement and approval of procurement packet (i.e. draft qualifications, scope of services, requirements, legal notices, draft , etc.) as attached hereto for: Pathologist to Provide Turnkey Autopsy & Related Services through-RFQ No. 2010-002-06-30-otm
approved

8. **AI-21265** a. Presentation for discussion, consideration and applicable action to negotiate for the purposes of engaging the services of a consultant for provision of disaster recovery services through Hidalgo County's membership/participation-H-GAC's newly awarded RFP No:EN10-06/Contract for consulting services for Disaster Management and Disaster Recovery Services with Beck Recovery Inc., (scored highest by H-GAC Staff based on RFP criteria for evaluation among submitted responses)-Term-effective June 1, 2010 thru May 31,2013; and,
approved

b. Requesting approval for Hidalgo County to exercise its' sole discretion/option to renew/extend for an additional one (1) year under the same rates, terms and conditions of current awarded pre-positioned contract(s) for Emergency Debris Management & Related Services with:
approved
1. Primary Vendor-Phillips & Jordan, Inc.(C-09-003-07-21);
2. Secondary Vendor-DRC Environmental(C-09-003A-07-21); and,
3. Tertiary Vendor-Ceres Environmental Services,Inc.(C-09-003B-07-21)

9. **AI-21127** Acceptance and approval of request for payment for Invoice No. 0903786 submitted by
approved

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-412-00-002-001-0-605	93RD DC-CLOTHING & UNIFORMS	385.00	385.00	.00	.00	385.00	.00
2-1100-412-00-003-001-0-605	139TH DC-CLOTHING AND UNIFORMS	200.00	200.00	.00	.00	200.00	.00
2-1100-412-00-006-001-0-605	332ND DC-CLOTHING & UNIFORMS	375.00	375.00	.00	.00	375.00	.00
2-1100-412-00-026-001-0-605	CCL#6-CLOTHING & UNIFORMS	.00	1,000.00	.00	.00	1,000.00	.00
2-1100-412-00-032-001-0-605	MASTER CRT II-CLOTHING & UNIFORMS	250.00	250.00	.00	.00	250.00	.00
2-1100-412-00-068-001-0-605	JP PCT 4/PL 2-CLOTHING & UNIFORMS	500.00	.00	.00	.00	.00	.00
2-1100-415-50-190-002-0-605	HUMAN RESOURCES-CLOTHING & UNIFORMS	110.00	110.00	.00	.00	110.00	.00
2-1100-419-40-220-001-0-605	FACILITIES MGMT-CLOTHING & UNIFORMS	4,000.00	4,000.00	986.36	.00	3,013.64	24.66
2-1100-419-50-125-003-0-605	SAFETY-CLOTHING & UNIFORMS	500.00	500.00	.00	.00	500.00	.00
2-1100-421-00-280-001-0-605	SHERIFF-CLOTHING & UNIFORMS	77,000.00	77,000.00	4,133.96	107.25	72,758.79	5.51
2-1100-421-00-291-001-0-605	CONSTABLE PCT.1-CLOTHING & UNIFORMS	2,000.00	1,250.00	.00	.00	1,250.00	.00
2-1100-421-00-292-001-0-605	CONSTABLE PCT.2-CLOTHING & UNIFORMS	3,000.00	3,000.00	444.00	.00	2,556.00	14.80
2-1100-421-00-293-001-0-605	CONSTABLE PCT.3-CLOTHING & UNIFORMS	6,000.00	6,000.00	571.00	631.00	4,798.00	20.03
2-1100-421-00-294-001-0-605	CONSTABLE PCT.4-CLOTHING & UNIFORMS	5,000.00	4,939.00	4,323.00	616.00	.00	100.00
2-1100-421-00-295-001-0-605	CONSTABLE PCT.5-CLOTHING & UNIFORMS	3,000.00	4,468.00	1,637.50	1,328.15	1,502.35	66.38
2-1100-422-10-300-001-0-605	FIRE MARSHAL-CLOTHING & UNIFORMS	3,000.00	2,000.00	592.55	1,092.19	315.26	84.24
2-1100-423-21-280-002-0-605	JAIL-CLOTHING & UNIFORMS	125,000.00	105,000.00	22,925.78	8,971.99	73,102.23	30.38
2-1100-423-32-330-001-0-605	JUV DET HM-CLOTHING & UNIFORMS	12,000.00	12,000.00	1,228.44	4,092.76	6,678.80	44.34
2-1100-423-60-330-002-0-605	JUV PROB-CLOTHING & UNIFORMS	2,500.00	2,500.00	.00	.00	2,500.00	.00
2-1100-429-00-110-075-0-605	EMERGENCY MGMT-CLOTHING & UNIFORMS	3,000.00	3,000.00	.00	.00	3,000.00	.00
2-1100-432-00-121-001-0-605	PCT1 SANITATION-CLOTHING & UNIFORMS	3,750.00	3,250.00	3,082.84	119.43	47.73	98.53
2-1100-432-00-122-001-0-605	PCT2 SANITATION-CLOTHING & UNIFORMS	560.73	560.73	248.49	.00	312.24	44.32
2-1100-432-00-123-001-0-605	PCT3 SANITATION-CLOTHING & UNIFORMS	8,500.00	3,300.00	243.24	.00	3,056.76	7.37
2-1100-432-00-124-001-0-605	PCT4 SANITATION-CLOTHING & UNIFORMS	2,000.00	2,000.00	.00	.00	2,000.00	.00
2-1100-441-00-340-001-0-605	HEALTH ADM-CLOTHING & UNIFORMS	3,000.00	3,000.00	169.88	1,172.68	1,657.44	44.75
2-1100-444-00-360-001-0-605	CHILD WELFARE-CLOTHING & UNIFORMS	1,000.00	1,000.00	.00	.00	1,000.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
2-1100-452-00-121-013-0-605	PCT1 PARKS-CLOTHING & UNIFORMS	3,000.00	3,000.00	2,442.18	534.92	22.90	99.24
2-1100-452-00-122-008-0-605	PCT2 PARKS-CLOTHING & UNIFORMS	443.00	443.00	.00	.00	443.00	.00
2-1100-452-00-123-008-0-605	PCT3 PARKS-CLOTHING & UNIFORMS	2,500.00	2,500.00	177.90	.00	2,322.10	7.12
2-1100-452-00-124-009-0-605	PCT4 PARKS-CLOTHING & UNIFORMS	2,000.00	2,000.00	.00	.00	2,000.00	.00
2-1100-466-00-121-050-0-605	PCT1 CRC-CLOTHING & UNIFORMS	150.00	280.00	.00	.00	280.00	.00
1100 GENERAL FUND		**274,723.73**	**249,310.73**	**43,207.12**	**18,666.37**	**187,437.24**	**24.82**
1200 ROAD AND BRIDGE							
2-1200-431-00-121-005-0-605	PCT1 RD MAINT-CLOTHING & UNIFORMS	10,000.00	13,000.00	10,825.05	427.94	1,747.01	86.56
2-1200-431-00-122-004-0-605	CW MECH SHOP-CLOTHING & UNIFORMS	49.46	49.46	.00	.00	49.46	.00
2-1200-431-00-122-006-0-605	PCT2 RD MAINT-CLOTHING & UNIFORMS	447.91	447.91	170.40	.00	277.51	38.04
2-1200-431-00-123-005-0-605	PCT3 RD MAINT-CLOTHING & UNIFORMS	12,500.00	12,500.00	131.70	324.61	12,043.69	3.65
2-1200-431-00-124-005-0-605	PCT4 ADM-CLOTHING & UNIFORMS	100.00	100.00	.00	.00	100.00	.00
2-1200-431-00-124-007-0-605	PCT4 RD MAINT-CLOTHING & UNIFORMS	12,000.00	2,000.00	.00	.00	2,000.00	.00
1200 ROAD AND BRIDGE		**35,097.37**	**28,097.37**	**11,127.15**	**752.55**	**16,217.67**	**42.28**
1292 WIC							
2-1292-441-00-350-014-2-605	WIC OBESITY PREV-CLOTHING & UNIFORMS	.00	60.66	.00	.00	60.66	.00
1292 WIC		**.00**	**60.66**	**.00**	**.00**	**60.66**	**.00**
1294 JUVENILE PROBATION							
2-1294-423-00-330-010-2-605	TJPC-A-2012 - CLOTHING & UNIFORMS	.00	500.00	.00	.00	500.00	.00
1294 JUVENILE PROBATION		**.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
2-1295-423-00-330-028-0-605	WESL B/C-CLOTHING & UNIFORMS	15,000.00	15,000.00	2,762.52	1,469.69	10,767.79	28.21
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**15,000.00**	**15,000.00**	**2,762.52**	**1,469.69**	**10,767.79**	**28.21**
1297 ADULT PROBATION							
2-1297-423-00-320-020-2-605	SATF-CLOTHING & UNIFORMS	.00	600.00	.00	.00	600.00	.00
1297 ADULT PROBATION		**.00**	**600.00**	**.00**	**.00**	**600.00**	**.00**
2 YEAR 2		**324,821.10**	**293,568.76**	**57,096.79**	**20,888.61**	**215,583.36**	**26.56**