AI-32575 **1.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of check register and payment of claims and bills - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

BACKGROUND

Attachments

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2
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4
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Form Review

Form Started By: Monica Badillo Started On: 05/25/2012 03:13 PM

Final Approval Date: 05/25/2012

Bank	Check No	Amount	Date	Vendor	Type
01	00361806	134.23	05/29/12	393363 COMDATA	C
01	00361807	954.48	05/29/12	183873 GLOBAL EQUIPMENT COMPANY	C
01	00361808	450.00	05/29/12	368954 LAW OFFICE OF DIANA FUENTES AGUILAR	C
01	00361809	1,787.50	05/29/12	319317 AHLMAN, LUCAS E	C
01	00361810	1,455.00	05/29/12	23019 ALEXANDER, MARK	C
01	00361811	300.00	05/29/12	305464 ALVAREZ, JUAN R.	C
01	00361812	1,260.00	05/29/12	200115 LAW OFFICES OF EDUARDO ANAYA, P.C.	C
01	00361813	800.00	05/29/12	371262 BARRERA, JOSE OSCAR JR.	C
01	00361814	400.00	05/29/12	385476 RICARDO BARRERA	C
01	00361815	60.23	05/29/12	376051 RENEE RODRIGUEZ-BETANCOURT, PLLC	C
01	00361816	139.77	05/29/12	376051 UNITED STATES TREASURY	C
01	00361817	920.00	05/29/12	367028 CANTU-DELBOSQUE & ASSOCIATES, P.C.	C
01	00361818	3,700.00	05/29/12	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00361819	175.00	05/29/12	315532 CARLOS E. ORTEGON, P.C.	C
01	00361820	1,085.00	05/29/12	188921 DAVID E CAZARES P.C.	C
01	00361821	500.00	05/29/12	348147 EDNA ESCANAME CEDILLO	C
01	00361822	1,510.00	05/29/12	319848 COLEGIO, ROBERTO	C
01	00361823	1,660.00	05/29/12	299375 LAURA MARTINEZ COLUNGA	C
01	00361824	275.00	05/29/12	170127 CONNET, SALLY M.	C
01	00361825	2,232.50	05/29/12	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00361826	200.00	05/29/12	396575 CRUZ, AUDRA	C
01	00361827	825.00	05/29/12	398519 DE LA GARZA, RAFAEL III	C
01	00361828	3,450.00	05/29/12	370428 DE LUNA, MARCO A.	C
01	00361829	2,017.50	05/29/12	181552 DELLA FAY PEREZ, PLLC	C
01	00361830	1,435.00	05/29/12	213837 DIAZ, MELINDA	C
01	00361831	350.00	05/29/12	282847 ESPARZA, LAWRENCE	C
01	00361832	100.00	05/29/12	322555 ESPINOSA, PILAR V.	C
01	00361833	200.00	05/29/12	208809 ESQUIVEL, ROEL	C
01	00361834	332.50	05/29/12	249378 OSCAR RENE FLORES, P.C.	C
01	00361835	430.00	05/29/12	362964 SYLVIA VEGA FLORES	C
01	00361836	905.00	05/29/12	387592 GARCIA & GARCIA, ATTORNEYS AT LAW, PLLC	C
01	00361837	1,255.00	05/29/12	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00361838	1,482.50	05/29/12	241873 JAIME ROEL GARCIA	C
01	00361839	780.00	05/29/12	365297 GARCIA, RUBEN	C
01	00361840	3,985.00	05/29/12	348805 GARZA & PENA, PLLC	C
01	00361841	950.00	05/29/12	145882 ABEL GARZA ATTORNEY AT LAW	C
01	00361842	1,425.00	05/29/12	395641 GARZA, JOSE M.	C
01	00361843	370.00	05/29/12	180742 LAW OFFICE OF JUSTINO "JR" GARZA, PC	C
01	00361844	8,370.00	05/29/12	287989 LAW OFFICE OF MELINDA D. GARZA	C
01	00361845	2,400.00	05/29/12	159298 GARZA, ROGELIO	C
01	00361846	3,130.00	05/29/12	252743 GARZA, ROLANDO	C
01	00361847	1,345.00	05/29/12	181188 GONZALES, FRANCISCO E. JR.	C
01	00361848	310.00	05/29/12	8311 GORENA, DAVID R.	C
01	00361849	550.00	05/29/12	385158 GUERRA, ARMANDO M.	C
01	00361850	1,000.00	05/29/12	240079 HIGDON LAW FIRM, P.C.	C
01	00361851	1,910.00	05/29/12	179094 JEANNE E. HOLMES, P.C.	C
01	00361852	4,400.00	05/29/12	148156 LAW OFFICE OF AL ALVAREZ	C
01	00361853	2,460.00	05/29/12	390232 LAW OFFICE OF CARLOS R. GALVAN	C
01	00361854	1,820.00	05/29/12	123307 LAW OFFICE OF ELBA ROCHA, PLLC	C
01	00361855	1,000.00	05/29/12	319309 LAW OFFICE OF TRACI LYNN EVANS	C
01	00361856	922.50	05/29/12	385174 LAW OFFICES OF DAVID LEE MCGEE P.C.	C
01	00361857	210.00	05/29/12	394181 LAWRENCE L. GARCIA & ASSOCIATES, P.C.	C
01	00361858	250.00	05/29/12	370991 LONGORIA, OSCAR LEE JR.	C
01	00361859	1,020.00	05/29/12	321788 LOPEZ, FLORENCIO	C
01	00361860	650.00	05/29/12	371122 LOPEZ, NEREIDA	C

Bank	Check No	Amount	Date	Vendor	Type
01	00361861	3,497.50	05/29/12	353582 LOPEZ, TEODULO L. JR.	C
01	00361862	1,150.00	05/29/12	307742 MARTINEZ, ARMANDO P.	C
01	00361863	200.00	05/29/12	334537 MCALLEN, WILLIE GARCIA	C
01	00361864	807.50	05/29/12	282669 LAW OFFICE OF ROBERTO MEZA, JR.	C
01	00361865	300.00	05/29/12	368903 MICHAEL D. TUTTLE, PLLC	C
01	00361866	2,225.00	05/29/12	396265 ROLAND MILLER, JR.	C
01	00361867	1,177.50	05/29/12	159336 LAW OFFICE OF VERONICA MONCIVAIS	C
01	00361868	4,475.00	05/29/12	251127 LAW OFFICE OF MELISSA RIOS MONTES	C
01	00361869	285.00	05/29/12	322652 LAW OFFICE OF JAIME M. MORALES	C
01	00361870	3,375.00	05/29/12	370576 MORALES, JENNIFER ANN	C
01	00361871	4,327.50	05/29/12	226297 MORALES-MARTINEZ, NEREYDA	C
01	00361872	700.00	05/29/12	382647 JORGE MUNOZ	C
01	00361873	200.00	05/29/12	245364 NITSCH, PATRICK A.	C
01	00361874	1,010.00	05/29/12	253871 OSORIO, ALBERTO	C
01	00361875	750.00	05/29/12	332232 PALACIOS & LOVE, ATTORNEYS AT LAW	C
01	00361876	550.00	05/29/12	156434 PALACIOS, TORIBIO	C
01	00361877	600.00	05/29/12	307114 PENA, ANTONIO DAVID	C
01	00361878	300.00	05/29/12	347752 JUDITH PENA-MORALES	C
01	00361879	1,825.00	05/29/12	316261 PEREZ, KATHERINE GARCIA	C
01	00361880	1,235.00	05/29/12	209783 RAMIREZ, CARMEN B.	C
01	00361881	1,350.00	05/29/12	291749 RAMIREZ, JOSE ALBINO	C
01	00361882	2,125.00	05/29/12	159328 RAMIREZ, LUIS R.	C
01	00361883	1,590.00	05/29/12	152013 LAW OFFICE OF REGINALDO RAMIREZ	C
01	00361884	250.00	05/29/12	145246 LAW OFFICE OF RUBEN RAMIREZ	C
01	00361885	1,022.50	05/29/12	182273 REYES, DANIEL R.	C
01	00361886	2,437.50	05/29/12	360279 THE LAW OFFICE OF SAMUEL REYES	C
01	00361887	250.00	05/29/12	217026 REYNA, JOSE J.	C
01	00361888	515.00	05/29/12	98655 RICHARD GARZA	C
01	00361889	3,765.00	05/29/12	334189 LAW OFFICE OF KELLY M RIVERA	C
01	00361890	2,510.00	05/29/12	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00361891	1,985.00	05/29/12	10871 RODRIGUEZ, EMILIO JR.	C
01	00361892	1,192.50	05/29/12	256463 RODRIGUEZ, JOHN J.	C
01	00361893	1,445.00	05/29/12	248614 SAENZ, DAVID	C
01	00361894	200.00	05/29/12	353477 SAHADI, JAMES M.	C
01	00361895	525.00	05/29/12	368067 TIJERINA LAW FIRM PC	C
01	00361896	200.00	05/29/12	320102 LAW OFFICE OF LAURO B. TREJO III	C
01	00361897	285.00	05/29/12	222518 LAW OFFICE OF GREGORIO TREVINO	C
01	00361898	200.00	05/29/12	320196 VALDEZ, ROOSEVELT ROY	C
01	00361899	300.00	05/29/12	383678 THE VARGAS LAW FIRM	C
01	00361900	1,230.00	05/29/12	400165 WILLIAM R. GARZA & ASSOCIATES, PLLC	C
01	00361901	550.00	05/29/12	345121 WILLIAMSON LAW FIRM	C
01	00361902	166.32	05/29/12	302813 CARRASCO, ROEL	C
01	00361903	10.01	05/29/12	379298 CAVAZOS, MARIO JR.	C
01	00361904	117.00	05/29/12	357596 CHAPA, MANUEL	C
01	00361905	22,339.00	05/29/12	343277 CITIBANK	C
01	00361906	1,266.20	05/29/12	343277 CITIBANK	C
01	00361907	217.00	05/29/12	192848 CONTRERAS, JESSE	C
01	00361908	8.96	05/29/12	373001 CORTEZ, STEVEN	C
01	00361909	394.21	05/29/12	304468 CRUZ, SERGIO	C
01	00361910	404.94	05/29/12	228575 DUNN, ELDON	C
01	00361911	73.70	05/29/12	275875 EAN HOLDINGS, LLC DBA	C
01	00361912	394.41	05/29/12	184799 GARCIA, NORMA G.	C
01	00361913	12.75	05/29/12	333417 GARZA, DAVID	C
01	00361914	95.37	05/29/12	311561 GARZA, JOSE J.	C
01	00361915	85.00	05/29/12	187704 GOVERNMENT FINANCE OFFICERS ASSOCIATION	C

Bank	Check No	Amount	Date	Vendor	Type
01	00361916	7.95	05/29/12	381977 GUERRA, NORBERTO	C
01	00361917	138.00	05/29/12	278939 HODGE, JAMES	C
01	00361918	495.02	05/29/12	283983 HYATT REGENCY HOTEL	C
01	00361919	495.02	05/29/12	283983 HYATT REGENCY HOTEL	C
01	00361920	32.29	05/29/12	321605 MENCHACA, ARTURO	C
01	00361921	70.59	05/29/12	400106 RANGEL, MAYRA	C
01	00361922	423.83	05/29/12	266981 SHERATON GUNTER HOTEL	C
01	00361923	423.84	05/29/12	266981 SHERATON GUNTER HOTEL	C
01	00361924	371.28	05/29/12	266981 SHERATON GUNTER HOTEL	C
01	00361925	371.28	05/29/12	266981 SHERATON GUNTER HOTEL	C
01	00361926	87.00	05/29/12	356468 SOLIS, JAVIER	C
01	00361927	250.00	05/29/12	36757 TEXAS CRIMINAL DEFENSE LAWYERS ASSOC	C
01	00361928	250.00	05/29/12	36757 TEXAS CRIMINAL DEFENSE LAWYERS ASSOC	C
01	00361929	371.28	05/29/12	300446 THE WESTIN LA CANTERA RESORT	C
01	00361930	176.13	05/29/12	242209 TORRES, LEONEL	C
01	00361931	553.98	05/29/12	285595 TREVINO, ROSA E.	C
01	00361932	117.00	05/29/12	390453 ZAMORA, ERIKA	C
01	00361933	2,984.99	05/29/12	315761 4M YOUTH SERVICES INC	C
01	00361934	135.63	05/29/12	390089 ABC SUPPLY CO - MBA #633	C
01	00361935	475.20	05/29/12	227609 ABSOLUTE SERVICES	C
01	00361936	431.55	05/29/12	363588 AGUA SPECIAL UTILITY DISTRICT	C
01	00361937	905.30	05/29/12	225789 AKZO NOBEL PAINTS	C
01	00361938	15.00	05/29/12	399140 ALARM SECURITY GROUP LLC	C
01	00361939	15.00	05/29/12	399140 ALARM SECURITY GROUP LLC	C
01	00361940	690.77	05/29/12	400149 ALCALA, DICK	C
01	00361941	6,479.65	05/29/12	197572 ALLSTATE INSURANCE COMPANY	C
01	00361942	85.20	05/29/12	232815 AMERICAN ASSOCIATION OF NOTARIES	C
01	00361943	90.00	05/29/12	196339 AMERICAN AUDIO ALARM & TINT	C
01	00361944	78.42	05/29/12	1864 AMIGO POWER EQUIPMENT	C
01	00361945	16,262.19	05/29/12	302465 ARGUINDEGUI OIL CO II LTD	C
01	00361946	1,823.82	05/29/12	302465 ARGUINDEGUI OIL CO II LTD	C
01	00361947	182.90	05/29/12	310212 ARROWHEAD SCIENTIFIC, INC.	C
01	00361948	258.79	05/29/12	328626 AT&T	C
01	00361949	1,526.52	05/29/12	328626 AT&T	C
01	00361950	20.11	05/29/12	328626 AT&T	C
01	00361951	111.53	05/29/12	278378 AT&T LONG DISTANCE	C
01	00361952	23,658.74	05/29/12	342009 AUTOPSY SVCS & EXPERT TESTIMONY, PLLC	C
01	00361953	802.36	05/29/12	337854 BANKSUPPLIES, INC.	C
01	00361954	6,076.46	05/29/12	197076 BEN E. KEITH FOODS CO.	C
01	00361955	38.21	05/29/12	357898 BORDER STATES ELECTRIC SUPPLY	C
01	00361956	177.36	05/29/12	357898 BORDER STATES ELECTRIC SUPPLY	C
01	00361957	539.92	05/29/12	357898 BORDER STATES ELECTRIC SUPPLY	C
01	00361958	78,570.00	05/29/12	262501 BROOKS COUNTY DETENTION CENTER	C
01	00361959	1,287.97	05/29/12	4561 BUSTER LIND PRODUCE	C
01	00361960	3,490.00	05/29/12	204226 CALERA, INC.	C
01	00361961	1,747.30	05/29/12	184217 CAPITAL PROJECTS	C
01	00361962	375.48	05/29/12	261726 CARRIER ENTERPRISE, LLC - S.C.	C
01	00361963	2,000.00	05/29/12	101575 CASTRO, DAVID M.	C
01	00361964	1,646.07	05/29/12	153915 CDW GOVERNMENT INC.	C
01	00361965	2,294.91	05/29/12	153915 CDW GOVERNMENT INC.	C
01	00361966	16,179.40	05/29/12	161128 CITY OF ALAMO/ALAMO PUBLIC LIBRARY	C
01	00361967	22,000.00	05/29/12	6459 CITY OF ALTON FIRE DEPARTMENT	C
01	00361968	16,179.40	05/29/12	6513 CITY OF EDINBURG	C
01	00361969	17.87	05/29/12	10197 CITY OF EDINBURG	C
01	00361970	17.87	05/29/12	10197 CITY OF EDINBURG	C

Bank	Check No	Amount	Date	Vendor		Type
01	00361971	3,875.00	05/29/12	10685	CITY OF ELSA FIRE DEPARTMENT	C
01	00361972	16,179.40	05/29/12	6599	CITY OF MCALLEN/MCALLEN PUBLIC LIBRARY	C
01	00361973	16,179.40	05/29/12	134686	CITY OF MERCEDES	C
01	00361974	93.31	05/29/12	6637	CITY OF MISSION	C
01	00361975	9.22	05/29/12	6637	CITY OF MISSION	C
01	00361976	16,179.40	05/29/12	6637	CITY OF MISSION/SPEER MEMORIAL LIBRARY	C
01	00361977	16,179.40	05/29/12	215597	CITY OF PENITA/PENITAS PUBLIC LIBRARY	C
01	00361978	16,179.40	05/29/12	76554	CITY OF SAN JUAN	C
01	00361979	16,179.40	05/29/12	275204	CITY OF WESLACO/WESLACO PUBLIC LIBRARY	C
01	00361980	215.75	05/29/12	255785	CLINICAL PATHOLOGY LABS, INC.	C
01	00361981	6,505.46	05/29/12	393363	COMDATA	C
01	00361982	3,327.57	05/29/12	393363	COMDATA	C
01	00361983	2,139.17	05/29/12	393363	COMDATA	C
01	00361984	2,379.01	05/29/12	393363	COMDATA	C
01	00361985	222.08	05/29/12	296384	COOKS CORRECTIONAL	C
01	00361986	134.31	05/29/12	270563	CPL RETAIL ENERGY, LP	C
01	00361987	282.43	05/29/12	270563	CPL RETAIL ENERGY, LP	C
01	00361988	645.00	05/29/12	355372	CTC DISTRIBUTING, LTD	C
01	00361989	311.03	05/29/12	308552	DEALERS ELECTRICAL SUPPLY	C
01	00361990	891,423.22	05/29/12	184179	DEBT SERVICE	C
01	00361991	73.08	05/29/12	178136	DELL MARKETING L.P.	C
01	00361992	4,827.28	05/29/12	178136	DELL MARKETING L.P.	C
01	00361993	108.50	05/29/12	86525	DELTA SPECIALTIES SUPPLY	C
01	00361994	42.64	05/29/12	228389	DIRECTV	C
01	00361995	51.00	05/29/12	258385	DISH NETWORK	C
01	00361996	16,179.40	05/29/12	267481	DONNA PUBLIC LIBRARY/CITY OF DONNA	C
01	00361997	50.00	05/29/12	400220	DUKE, PAUL J.	C
01	00361998	62.16	05/29/12	231339	DUQUE, MARY LOU	C
01	00361999	10.00	05/29/12	248444	EL FENIX BAKERY	C
01	00362000	16,179.40	05/29/12	267503	ELSA PUBLIC LIBRARY/CITY OF ELSA	C
01	00362001	1,318.24	05/29/12	383139	FACILITY SOLUTIONS GROUP, INC	C
01	00362002	6.42	05/29/12	11908	FEDEX	C
01	00362003	54.18	05/29/12	332852	FERGUSON ENTERPRISES, INC #116	C
01	00362004	294.22	05/29/12	77356	FIRST NATIONAL BANK OF EDINBURG	C
01	00362005	331.86	05/29/12	367346	FLEET SAFETY EQUIPMENT, INC.	C
01	00362006	1,112.00	05/29/12	400009	FLORES, RAUL A.	C
01	00362007	1,679.19	05/29/12	289612	FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
01	00362008	545.86	05/29/12	321826	G & K SERVICE INC.	C
01	00362009	108.12	05/29/12	77402	G.T. DISTRIBUTORS, INC.	C
01	00362010	19.98	05/29/12	192988	GARCIA, RAMIRO	C
01	00362011	75.00	05/29/12	400092	GARZA, GRISELDA	C
01	00362012	29.15	05/29/12	399540	GARZA, RUDY	C
01	00362013	18.31	05/29/12	223905	GARZA, VICTORIA M.	C
01	00362014	39.96	05/29/12	398721	GARZA, YESICA	C
01	00362015	1,947.40	05/29/12	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00362016	1,251.51	05/29/12	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00362017	19.95	05/29/12	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00362018	823.55	05/29/12	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00362019	7,681.80	05/29/12	324019	GONZALEZ PALACIOS, LLP	C
01	00362020	93.24	05/29/12	398780	GONZALEZ, DEBRA LEE	C
01	00362021	1,688.00	05/29/12	187704	GOVERNMENT FINANCE OFFICERS ASSOCIATION	C
01	00362022	2,206.28	05/29/12	15253	GULF COAST PAPER CO.	C
01	00362023	1,277.63	05/29/12	15253	GULF COAST PAPER CO.	C
01	00362024	2,302.50	05/29/12	15253	GULF COAST PAPER CO.	C
01	00362025	1,275.00	05/29/12	15253	GULF COAST PAPER CO.	C

Bank	Check No	Amount	Date	Vendor		Type
01	00362026	572.00	05/29/12	15261	GULF DATA PRODUCTS	C
01	00362027	1,785.00	05/29/12	15261	GULF DATA PRODUCTS	C
01	00362028	104.95	05/29/12	15369	GUTHRIE'S LOCKSMITH & SAFE SHOP	C
01	00362029	78.91	05/29/12	252468	HACIENDA FORD	C
01	00362030	65.07	05/29/12	252468	HACIENDA FORD	C
01	00362031	11.00	05/29/12	304204	LAW OFFICES OF DEREK M. HARKRIDER	C
01	00362032	47.50	05/29/12	336173	HD SUPPLY, INC.	C
01	00362033	52.17	05/29/12	371378	HERNANDEZ, MARICELA	C
01	00362034	34,164.00	05/29/12	16357	HIDALGO CO.	C
01	00362035	8.80	05/29/12	198331	HIDALGO COUNTY IRRIGATION DIST. #2	C
01	00362036	16,179.40	05/29/12	267511	HIDALGO PUBLIC LIBRARY/CITY OF HIDALGO	C
01	00362037	926.15	05/29/12	352608	IDENTISYS	C
01	00362038	707.50	05/29/12	243353	IKON OFFICE SOLUTIONS	C
01	00362039	127.50	05/29/12	243353	IKON OFFICE SOLUTIONS	C
01	00362040	43.43	05/29/12	179442	IVAN'S AUTOMOTIVE	C
01	00362041	503.44	05/29/12	179442	IVAN'S AUTOMOTIVE	C
01	00362042	136.44	05/29/12	254576	J.L. CAZARES, D.D.S. P.A.	C
01	00362043	1,493.00	05/29/12	252476	JBS DISTRIBUTION	C
01	00362044	824.85	05/29/12	20028	KAUTSCH TRUE VALUE HARDWARE	C
01	00362045	600.00	05/29/12	374008	KEYS AND HARDWARE	C
01	00362046	80.14	05/29/12	23027	KVAPIL, MARK	C
01	00362047	788.00	05/29/12	341126	KYOCERA MITA AMERICA, INC.	C
01	00362048	150.00	05/29/12	62294	LA JOYA INDEPENDENT SCHOOL DISTRICT	C
01	00362049	16,179.40	05/29/12	267538	LA JOYA PUBLIC LIBRARY/CITY OF LA JOYA	C
01	00362050	11,275.00	05/29/12	20567	LA JOYA VOLUNTEER FIRE DEPT.	C
01	00362051	2,302.92	05/29/12	119784	LABATT FOOD SERVICE	C
01	00362052	85.91	05/29/12	306746	LAMAS, ONEIDA	C
01	00362053	237.00	05/29/12	115851	LASER LUX	C
01	00362054	6,372.45	05/29/12	204129	LAW OFFICES OF PRESTON HENRICHSON P.C.	C
01	00362055	193.00	05/29/12	237507	LEXISNEXIS	C
01	00362056	68.32	05/29/12	143731	LONE STAR OVERNIGHT	C
01	00362057	74.47	05/29/12	143731	LONE STAR OVERNIGHT	C
01	00362058	105.34	05/29/12	143731	LONE STAR OVERNIGHT	C
01	00362059	840.00	05/29/12	288772	LONE STAR UNIFORMS, INC.	C
01	00362060	2,186.27	05/29/12	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00362061	43.85	05/29/12	400033	MARTINEZ, MAVELI	C
01	00362062	22.00	05/29/12	31917	MARTINEZ, RODRIGO JR.	C
01	00362063	10,189.80	05/29/12	262056	JOSE E. GARCIA	C
01	00362064	750.00	05/29/12	266264	SOUTH TEXAS HEALTH SYSTEM	C
01	00362065	236.36	05/29/12	224529	MCCOY'S BUILDING SUPPLY	C
01	00362066	461.00	05/29/12	361526	MEDTECH FORENSICS, INC.	C
01	00362067	4,975.00	05/29/12	24406	MERCEDES FIRE DEPT	C
01	00362068	4,117.71	05/29/12	138657	MILK PRODUCTS, LLC (AUSTIN)	C
01	00362069	250.35	05/29/12	125334	MINGO'S CAR KLINIC & DETAILING	C
01	00362070	52.36	05/29/12	24996	MISSION AUTO ELECTRIC, INC.	C
01	00362071	4,425.00	05/29/12	25054	MISSION FIRE DEPARTMENT	C
01	00362072	39.56	05/29/12	25062	MISSION HARDWARE	C
01	00362073	163.29	05/29/12	388467	MODEL LAUNDRY, LLC	C
01	00362074	147.54	05/29/12	388467	MODEL LAUNDRY, LLC	C
01	00362075	141.10	05/29/12	388467	MODEL LAUNDRY, LLC	C
01	00362076	144.75	05/29/12	72745	MONTALVO INSURANCE AGENCY, INC.	C
01	00362077	131.75	05/29/12	72745	MONTALVO INSURANCE AGENCY, INC.	C
01	00362078	1,967.50	05/29/12	356158	MOORE MEDICAL LLC	C
01	00362079	22.20	05/29/12	273422	MORENO, GLORIA	C
01	00362080	19.98	05/29/12	129259	MURPHY, ELVA	C

Bank	Check No	Amount	Date	Vendor	Type
01	00362081	545.00	05/29/12	96156 NATIONAL SHERIFFS' ASSOCIATION	C
01	00362082	275.30	05/29/12	153842 NICHO PRODUCE CO, INC	C
01	00362083	91.18	05/29/12	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00362084	2,516.00	05/29/12	182834 NTC DRUG TESTING SERVICES, INC.	C
01	00362085	64.99	05/29/12	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00362086	17.76	05/29/12	367796 OCHOA, ROSE MARY	C
01	00362087	113.95	05/29/12	312231 OFFICE DEPOT	C
01	00362088	216.91	05/29/12	347418 OMNICARE SAN ANTONIO	C
01	00362089	38,625.00	05/29/12	99953 PALM VALLEY ANIMAL CENTER	C
01	00362090	27.19	05/29/12	380393 PENA, AMANDA	C
01	00362091	4,464.42	05/29/12	247448 PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA	C
01	00362092	423.09	05/29/12	150797 PETROLEUM SOLUTIONS, INC.	C
01	00362093	16,179.40	05/29/12	267562 PHARR MEMORIAL LIBRARY/CITY OF PHARR	C
01	00362094	556.00	05/29/12	274615 PRO-TECH PEST CONTROL	C
01	00362095	90.00	05/29/12	274615 PRO-TECH PEST CONTROL	C
01	00362096	1,144.00	05/29/12	244759 QUEST DIAGNOSTICS	C
01	00362097	338.38	05/29/12	244759 QUEST DIAGNOSTICS	C
01	00362098	152.07	05/29/12	287105 QUINTANILLA, FRANCISCA	C
01	00362099	9,000.00	05/29/12	52272 RAMIREZ, JOSE JR.	C
01	00362100	12.96	05/29/12	304719 REDDY ICE CORPORATION	C
01	00362101	127.01	05/29/12	277223 RELIANT ENERGY DEPT 0954	C
01	00362102	1,533.87	05/29/12	277223 RELIANT ENERGY DEPT 0954	C
01	00362103	21.09	05/29/12	393339 REYES, LAURA PATRICIA	C
01	00362104	7,500.00	05/29/12	247553 RGV EDUCATIONAL BROADCASTING, INC.	C
01	00362105	58.00	05/29/12	381586 RICANA LLC	C
01	00362106	573.78	05/29/12	31003 RIO GRANDE PLUMBING SUPPLY INC.	C
01	00362107	19.98	05/29/12	363634 RODRIGUEZ, VERONICA J.	C
01	00362108	2,975.00	05/29/12	349127 ROY E. CAIN, PHD	C
01	00362109	240.00	05/29/12	177725 SAFEHOUSE SECURITY SYSTEMS, INC.	C
01	00362110	18.87	05/29/12	212083 SALAZAR, ERNESTINA	C
01	00362111	15.60	05/29/12	268674 SAM'S CAFE	C
01	00362112	19.98	05/29/12	189782 SANCHEZ, VICTOR	C
01	00362113	13.32	05/29/12	251933 SANTOS, GRACIELA	C
01	00362114	453.60	05/29/12	246484 SCOTT-MERRIMAN COMMERCIAL PRINTING, INC.	C
01	00362115	84.76	05/29/12	33766 SEA GARDEN SALES	C
01	00362116	17,501.95	05/29/12	201839 SHAVER FOODS, LLC	C
01	00362117	35.52	05/29/12	393479 SILVA, ANTONIO	C
01	00362118	55.66	05/29/12	328154 SILVA, EDITH	C
01	00362119	146.52	05/29/12	320676 SLAYTON, MARIA	C
01	00362120	743,017.49	05/29/12	184195 SPECIAL REVENUE FUND	C
01	00362121	85.98	05/29/12	210501 SPRINT	C
01	00362122	193.20	05/29/12	210501 SPRINT	C
01	00362123	1,215.47	05/29/12	319449 STAPLES ADVANTAGE	C
01	00362124	2,835.06	05/29/12	319449 STAPLES ADVANTAGE	C
01	00362125	5,368.45	05/29/12	319449 STAPLES ADVANTAGE	C
01	00362126	1,169.99	05/29/12	319449 STAPLES ADVANTAGE	C
01	00362127	877.22	05/29/12	319449 STAPLES ADVANTAGE	C
01	00362128	1,157.76	05/29/12	319449 STAPLES ADVANTAGE	C
01	00362129	854.04	05/29/12	319449 STAPLES BUSINESS ADVANTAGE	C
01	00362130	29.00	05/29/12	336319 SUPERIOR OIL EXPRESS	C
01	00362131	1,949.87	05/29/12	114243 SYSCO INC.	C
01	00362132	40.48	05/29/12	288888 TEXAS GAS SERVICE	C
01	00362133	38.40	05/29/12	288888 TEXAS GAS SERVICE	C
01	00362134	141.10	05/29/12	37079 TEXAS PARKS & WILDLIFE DEPARTMENT	C
01	00362135	2,400.00	05/29/12	226475 TEXAS WILDLIFE DAMAGE MANAGEMENT FUND	C

Bank	Check No	Amount	Date	Vendor		Type
01	00362136	1,051.18	05/29/12	37702	THE MONITOR	C
01	00362137	295.00	05/29/12	258598	THE PRODUCTIVITY CENTER, INC.	C
01	00362138	84.85	05/29/12	34266	THE SHERWIN-WILLIAMS COMPANY	C
01	00362139	760.60	05/29/12	211672	THORNTON, BIECHLIN, SEGRATO, REYNOLDS &	C
01	00362140	1,500.00	05/29/12	237205	THYSSENKRUPP ELEVATOR CORPORATION	C
01	00362141	98.86	05/29/12	231924	TIME WARNER CABLE	C
01	00362142	72.13	05/29/12	231924	TIME WARNER CABLE	C
01	00362143	67.65	05/29/12	231924	TIME WARNER CABLE	C
01	00362144	1,543.80	05/29/12	302007	TIRE CENTERS, LLC	C
01	00362145	54.94	05/29/12	302007	TIRE CENTERS, LLC	C
01	00362146	1,167.90	05/29/12	214264	TRI-COUNTY COMMUNICATIONS, LTD	C
01	00362147	240.22	05/29/12	214264	TRI-COUNTY COMMUNICATIONS, LTD	C
01	00362148	7,440.00	05/29/12	38792	TROPICAL TEXAS BEHAVIORAL HEALTH	C
01	00362149	2,794.04	05/29/12	184152	TRUST & AGENCY	C
01	00362150	254.70	05/29/12	357081	TYLER TECHNOLOGIES, INC.	C
01	00362151	195.32	05/29/12	155284	UNITED PARCEL SERVICE	C
01	00362152	150.00	05/29/12	169552	UTB/TSC	C
01	00362153	4,823.40	05/29/12	217182	UPPER VALLEY MAIL SERVICES	C
01	00362154	.10	05/29/12	400025	URBINA, PETRA	C
01	00362155	203.00	05/29/12	39837	VALLEY BOTTLE WATER CO.	C
01	00362156	169.50	05/29/12	39837	VALLEY BOTTLE WATER CO.	C
01	00362157	216.50	05/29/12	39837	VALLEY BOTTLE WATER CO.	C
01	00362158	297.00	05/29/12	39837	VALLEY BOTTLE WATER CO.	C
01	00362159	312.50	05/29/12	39837	VALLEY BOTTLE WATER CO.	C
01	00362160	34.00	05/29/12	39837	VALLEY BOTTLE WATER CO.	C
01	00362161	229.50	05/29/12	39837	VALLEY BOTTLE WATER CO.	C
01	00362162	335.75	05/29/12	219797	VALLEY E.M.S., INC.	C
01	00362163	13,194.32	05/29/12	370789	VALLEY INITIATIVE FOR DEVELOPMENT &	C
01	00362164	392.23	05/29/12	132799	VALLEY OUTDOOR POWER EQUIPMENT, INC.	C
01	00362165	37.99	05/29/12	287024	VERIZON WIRELESS	C
01	00362166	75.00	05/29/12	208078	VIDEO SOUND & LIGHT ENTERPRISES INC.	C
01	00362167	.40	05/29/12	400017	VILLARREAL, JUAN	C
01	00362168	121.55	05/29/12	390488	VILLARREAL, MICHELLE	C
01	00362169	34.56	05/29/12	40991	W. W. GRAINGER INC.	C
01	00362170	202.44	05/29/12	40991	W. W. GRAINGER INC.	C
01	00362171	251.70	05/29/12	40991	W. W. GRAINGER INC.	C
01	00362172	302.30	05/29/12	78344	WEAKS MARTIN IMPLEMENT CO., INC.	C
01	00362173	18,504.44	05/29/12	369195	WESTWOOD PHARMACY CLINICAL SERVICES	C
01	00362174	15.00	05/29/12	319082	WHAT-A-WASH CARWASH	C
01	00362175	498.17	05/29/12	42129	XEROX CORPORATION	C
01	00362176	1,207.69	05/29/12	42129	XEROX CORPORATION	C
01	00362177	964.02	05/29/12	42129	XEROX CORPORATION	C
01	00362178	2,274.85	05/29/12	42129	XEROX CORPORATION	C
01	00362179	105.92	05/29/12	42129	XEROX CORPORATION	C
01	00362180	1,128.41	05/29/12	42129	XEROX CORPORATION	C
01	00362181	917.78	05/29/12	42129	XEROX CORPORATION	C
01	00362182	48.00	05/29/12	198781	Y DRIVE INN INC	C
01	00362183	6,982.68	05/29/12	280046	L & G CONSULTING ENGINEERS, INC.	C
Total Bank No 01		**2,504,213.17**				

Bank	Check No	Amount	Date	Vendor	Type
			Total Hand Checks (Including Hand Voids)		.00
			Total Computer Checks (Including Computer Voids)		2,504,213.17
			Total ACH Checks (Including Voids)		.00
			Total Computer Voids		.00
			Total Hand Voids		.00
			Total ACH Voids		.00
			Grand Total:		**2,504,213.17**

Batch Yr	Batch No	Amount
2	**7838**	**9,164.42**
2	**7839**	**6,982.68**
2	**7842**	**6,031.68**
2	**7855**	**34,974.32**
2	**7859**	**72,335.00**
2	**7860**	**7,052.50**
2	**7861**	**44,480.00**
2	**7864**	**2,853.22**
2	**7867**	**64,032.25**
2	**7868**	**167,100.89**
2	**7869**	**30,219.36**
2	**7873**	**314,078.94**
2	**7875**	**1,088.71**
2	**7878**	**45,516.82**
2	**7879**	**46,850.98**
2	**7881**	**12,228.99**
2	**7934**	**1,639,222.41**

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
02	00374550	1,281.00	05/29/12	388076 BALDWIN INSURANCE AGENCY	C
02	00374551	1,292.05	05/29/12	391972 ALANIZ COUNSELING	C
02	00374552	26.50	05/29/12	89877 ALEXANDER HAMILTON INSTITUTE INC.	C
02	00374553	307.46	05/29/12	1929 AMSTERDAM PRINTING AND LITHO	C
02	00374554	4,529.42	05/29/12	153915 CDW GOVERNMENT INC.	C
02	00374555	136.11	05/29/12	343277 CITIBANK	C
02	00374556	730.36	05/29/12	393363 COMDATA	C
02	00374557	2,802.09	05/29/12	393363 COMDATA	C
02	00374558	384.06	05/29/12	338745 CORREA, LUIS	C
02	00374559	215.00	05/29/12	307882 CORRECTIONAL MANAGEMENT INSTITUTE	C
02	00374560	215.00	05/29/12	307882 CORRECTIONAL MANAGEMENT INSTITUTE	C
02	00374561	225.00	05/29/12	400122 CORTEZ, CARLOS	C
02	00374562	138.75	05/29/12	375187 DELUNA, ALFONSO JR.	C
02	00374563	178.90	05/29/12	275875 EAN HOLDINGS, LLC DBA	C
02	00374564	340.08	05/29/12	400157 EIGHTEEN SEVENTY STRAND CORP	C
02	00374565	398.46	05/29/12	400157 EIGHTEEN SEVENTY STRAND CORP	C
02	00374566	98.75	05/29/12	322709 EXQUISITA DISTRIBUTORS, L.P.	C
02	00374567	51.00	05/29/12	313157 GARCIA, NORMA A.	C
02	00374568	17.76	05/29/12	377341 GARCIA, PATRICIA E.	C
02	00374569	51.06	05/29/12	361143 GARCIA, PATRICIA Y. CSA	C
02	00374570	118.77	05/29/12	282677 GARCIA, SANTOS M.	C
02	00374571	225.00	05/29/12	399264 GARZA, NILDA	C
02	00374572	15.54	05/29/12	386235 GARZA, VERONICA	C
02	00374573	72.90	05/29/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00374574	605.65	05/29/12	270962 HIDALGO COUNTY CSCD	C
02	00374575	1,635.82	05/29/12	252476 JBS USA LLC	C
02	00374576	1,507.01	05/29/12	119784 LABATT FOOD SERVICE	C
02	00374577	166.50	05/29/12	334723 LANDEZ, MARTIN	C
02	00374578	341.00	05/29/12	282693 LEXISNEXIS	C
02	00374579	6.66	05/29/12	258881 LIMAS, ALBERTO Z.	C
02	00374580	56.25	05/29/12	400130 MARTINEZ, JOSE P.	C
02	00374581	168.75	05/29/12	400130 MARTINEZ, JOSE P.	C
02	00374582	523.36	05/29/12	24996 MISSION AUTO ELECTRIC, INC.	C
02	00374583	168.25	05/29/12	153842 NICHO PRODUCE CO, INC	C
02	00374584	131.25	05/29/12	210463 HOLLON OIL CO D/B/A OIL CAN HARRY'S	C
02	00374585	129.00	05/29/12	322881 PEREZ, LEANDRO JR	C
02	00374586	3,200.00	05/29/12	14966 GREGORIO PINA, III, PH.D.	C
02	00374587	45.00	05/29/12	154571 POSTMASTER	C
02	00374588	50.00	05/29/12	274615 PRO-TECH PEST CONTROL	C
02	00374589	76.00	05/29/12	335096 PUBLISHERS GROUP	C
02	00374590	225.00	05/29/12	400114 RODRIGUEZ, MARIBEL	C
02	00374591	3,772.28	05/29/12	211109 SAFEGUARD UNIVERSAL B.F. & P.	C
02	00374592	115.44	05/29/12	393754 SALINAS, SANDRA	C
02	00374593	129.00	05/29/12	398730 SMITH, GLENASE	C
02	00374594	114.45	05/29/12	319449 STAPLES BUSINESS ADVANTAGE	C
02	00374595	341.82	05/29/12	114243 SYSCO INC.	C
02	00374596	2,873.70	05/29/12	221066 THE BAIR FOUNDATION OF TEXAS	C
02	00374597	79.50	05/29/12	39837 VALLEY BOTTLE WATER CO.	C
02	00374598	82.14	05/29/12	167517 VARGAS, IMELDA	C
02	00374599	78.00	05/29/12	203483 VASQUEZ, JUAN G.	C
02	00374600	250.00	05/29/12	399280 VELA, LEONEL JR.	C
02	00374601	193.65	05/29/12	287024 VERIZON WIRELESS	C
02	00374602	46.62	05/29/12	328308 ZAVALA, RICARDO	C
02	00374603	2,532.40	05/29/12	343277 CITIBANK	C
02	00374604	495.02	05/29/12	283983 HYATT REGENCY HOTEL	C

Bank	Check No	Amount	Date	Vendor		Type
02	00374605	250.00	05/29/12	36757	TEXAS CRIMINAL DEFENSE LAWYERS ASSOC	C
02	00374606	22.00	05/29/12	566	ACE BOLT & SCREW CO.	C
02	00374607	1,800.00	05/29/12	198412	ACE COURT REPORTING SERVICE & DIGITAL	C
02	00374608	13,500.00	05/29/12	262641	ACS	C
02	00374609	1,261.56	05/29/12	1961	ANDERSON EQUIPMENT CO INC	C
02	00374610	50.54	05/29/12	1961	ANDERSON EQUIPMENT CO INC	C
02	00374611	14,388.07	05/29/12	302465	ARGUINDEGUI OIL CO II LTD	C
02	00374612	6,298.59	05/29/12	302465	ARGUINDEGUI OIL CO II LTD	C
02	00374613	212.11	05/29/12	210595	ATOMIC ENERGY INDUSTRIAL LABORATORIES OF	C
02	00374614	104.29	05/29/12	4537	BURTON AUTO SUPPLY, INC	C
02	00374615	284.13	05/29/12	4537	BURTON AUTO SUPPLY, INC	C
02	00374616	1,894.12	05/29/12	184217	CAPITAL PROJECTS	C
02	00374617	26.78	05/29/12	192864	CISNEROS, YOLANDA	C
02	00374618	967.34	05/29/12	393363	COMDATA	C
02	00374619	232.17	05/29/12	393363	COMDATA	C
02	00374620	90.00	05/29/12	263559	COPY IT, INC.	C
02	00374621	24,651.00	05/29/12	355372	CTC DISTRIBUTING, LTD	C
02	00374622	116.00	05/29/12	399884	DE LA GARZA, JUAN J.	C
02	00374623	427.00	05/29/12	86525	DELTA SPECIALTIES SUPPLY	C
02	00374624	655.00	05/29/12	211621	EBSCO PUBLISHING, INC.	C
02	00374625	10,516.93	05/29/12	125717	FRONTERA MATERIALS, INC.	C
02	00374626	9.30	05/29/12	321826	G & K SERVICE INC.	C
02	00374627	172.00	05/29/12	231266	G & S AUTO GLASS	C
02	00374628	385.44	05/29/12	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00374629	66,994.25	05/29/12	184187	GENERAL FUND	C
02	00374630	169.00	05/29/12	15261	GULF DATA PRODUCTS	C
02	00374631	9,170.00	05/29/12	243353	IKON OFFICE SOLUTIONS	C
02	00374632	1,092.00	05/29/12	237507	LEXISNEXIS	C
02	00374633	846.47	05/29/12	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00374634	54.95	05/29/12	196681	MCCOY'S BUILDING SUPPLY CTR #33	C
02	00374635	59.36	05/29/12	388467	MODEL LAUNDRY, LLC	C
02	00374636	143.81	05/29/12	195545	NUECES POWER EQUIPMENT	C
02	00374637	2.49	05/29/12	27057	TOSHIBA BUSINESS SOLUTIONS, USA	C
02	00374638	20.00	05/29/12	274615	PRO-TECH PEST CONTROL	C
02	00374639	2,100.00	05/29/12	375241	PROPERTYINFO GOVERNMENT SERVICES	C
02	00374640	1,082.48	05/29/12	277223	RELIANT ENERGY DEPT 0954	C
02	00374641	597.33	05/29/12	277223	RELIANT ENERGY DEPT 0954	C
02	00374642	171.00	05/29/12	399566	RICOH USA, INC.	C
02	00374643	25.00	05/29/12	93963	SAFETY-KLEEN SYSTEMS, INC.	C
02	00374644	116.84	05/29/12	33766	SEA GARDEN SALES	C
02	00374645	35,237.68	05/29/12	184195	SPECIAL REVENUE FUND	C
02	00374646	60.00	05/29/12	246565	STARR COUNTY SHERIFF'S OFFICE	C
02	00374647	345.00	05/29/12	35351	STATE BAR OF TEXAS	C
02	00374648	1,632.50	05/29/12	133655	SUPERIOR ALARMS	C
02	00374649	3,451.96	05/29/12	184152	TRUST & AGENCY	C
02	00374650	10.50	05/29/12	39837	VALLEY BOTTLE WATER CO.	C
02	00374651	425.29	05/29/12	287024	VERIZON WIRELESS	C
02	00374652	69.35	05/29/12	268755	WELDINGHOUSE, INC.	C
02	00374653	4,564.00	05/29/12	41548	WEST PUBLISHING CORPORATION	C
02	00374654	15.00	05/29/12	319082	WHAT-A-WASH CARWASH	C
02	00374655	182.83	05/29/12	42129	XEROX CORPORATION	C
02	00374656	1,284.47	05/29/12	42129	XEROX CORPORATION	C
02	00374657	714.40	05/29/12	42129	XEROX CORPORATION	C
02	00374658	71,647.57	05/29/12	303313	ASAGO, LLC DBA ASAGO CONSTRUCTION	C
02	00374659	32,493.33	05/29/12	303313	ASAGO, LLC DBA ASAGO CONSTRUCTION	C

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
02	00374660	17,766.60	05/29/12	234443 R. GUTIERREZ ENGINEERING CORPORATION	C
02	00374661	79,567.20	05/29/12	344079 SAENZ UTILITY CONTRACTORS, LTD	C
Total Bank No 02		**444,417.57**			

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	444,417.57
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**444,417.57**

Batch Yr	Batch No	Amount
2	**7838**	**6,272.96**
2	**7839**	**201,474.70**
2	**7842**	**1,092.00**
2	**7855**	**1,311.48**
2	**7864**	**1,056.43**
2	**7867**	**5,735.00**
2	**7868**	**90.00**
2	**7869**	**3,277.42**
2	**7873**	**212.11**
2	**7875**	**13,398.78**
2	**7878**	**4,038.03**
2	**7879**	**72,959.42**
2	**7881**	**8,356.89**
2	**7882**	**8,894.33**
2	**7883**	**3,857.33**
2	**7903**	**194.94**
2	**7914**	**193.65**
2	**7915**	**341.00**
2	**7916**	**2,802.09**
2	**7923**	**1,281.00**
2	**7934**	**107,578.01**

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
07	00005621	44,855.20	05/29/12	178136 DELL MARKETING L.P.	C
07	00005622	41.35	05/29/12	184187 GENERAL FUND	C
07	00005623	13.00	05/29/12	39837 VALLEY BOTTLE WATER CO.	C
07	00005624	15.00	05/29/12	319082 WHAT-A-WASH CARWASH	C
Total Bank No 07		**44,924.55**			

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	44,924.55
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**44,924.55**

Batch Yr	Batch No	Amount
2	**7868**	**44,855.20**
2	**7873**	**28.00**
2	**7934**	**41.35**

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
04	00014302	160,339.95	05/29/12	184217 CAPITAL PROJECTS	C
04	00014303	1,100.00	05/29/12	184187 GENERAL FUND	C
04	00014304	65,084.07	05/29/12	184195 SPECIAL REVENUE FUND	C
04	00014305	243,219.00	05/29/12	376035 D. WILSON CONSTRUCTION COMPANY	C
04	00014306	1,908.32	05/29/12	125717 FRONTERA MATERIALS, INC.	C
04	00014307	44.00	05/29/12	272566 HIDALGO COUNTY CLERK'S OFFICE	C
04	00014308	6,505.13	05/29/12	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00014309	6,510.13	05/29/12	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00014310	15,885.63	05/29/12	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00014311	50,353.13	05/29/12	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00014312	8,709.84	05/29/12	264849 UNIVERSAL TRUCKERS INC.	C
Total Bank No 04		**559,659.20**			

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	559,659.20
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**559,659.20**

Batch Yr	Batch No	Amount
2	**7839**	**333,135.18**
2	**7934**	**226,524.02**

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor		Type
15	00027254	10,254.00	05/29/12	370029	ADVOCACY RESOURCE CENTER FOR HOUSING	C
15	00027255	500.00	05/29/12	53384	AMERICAN RED CROSS	C
15	00027256	82,893.78	05/29/12	303313	ASAGO, LLC DBA ASAGO CONSTRUCTION	C
15	00027257	64.84	05/29/12	328626	AT&T	C
15	00027258	1,125.00	05/29/12	2666	ATLAS & HALL, L.L.P	C
15	00027259	3,310.77	05/29/12	6513	CITY OF EDINBURG	C
15	00027260	7,050.30	05/29/12	6599	CITY OF MCALLEN	C
15	00027261	692.88	05/29/12	134686	CITY OF MERCEDES	C
15	00027262	10,000.00	05/29/12	6637	CITY OF MISSION	C
15	00027263	104.07	05/29/12	6696	CITY OF PHARR	C
15	00027264	10,000.00	05/29/12	395552	COX SMITH MATTHEWS INCORPORATED	C
15	00027265	1,660.37	05/29/12	270563	CPL RETAIL ENERGY, LP	C
15	00027266	104.00	05/29/12	275875	EAN HOLDINGS, LLC DBA	C
15	00027267	43,278.14	05/29/12	208744	G.A.S. ENTERPRISES, INC.	C
15	00027268	1,084.41	05/29/12	344249	GARCIA, GUADALUPE V.	C
15	00027269	59,475.05	05/29/12	344834	HIDALGO COUNTY TREASURER	C
15	00027270	1,084.41	05/29/12	346772	LEAL, MONICA	C
15	00027271	7,225.00	05/29/12	345067	LOS TESOROS INVESTMENTS LTD	C
15	00027272	1,084.41	05/29/12	344206	MENDOZA, MICHELLE L	C
15	00027273	69,719.00	05/29/12	385484	REYES, LUIS III DBA O.M.T. UTILITES	C
15	00027274	1,687.50	05/29/12	227889	TEDSI INFRASTRUCTURE GROUP, INC.	C
15	00027275	8,062.58	05/29/12	369756	TERRACON CONSULTANTS, INC.	C
15	00027276	3,044.73	05/29/12	169498	URBAN COUNTY PROGRAM	C
15	00027277	10,753.88	05/29/12	41998	WOMEN TOGETHER FOUNDATION INC.	C
Total Bank No 15		**334,259.12**				

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	334,259.12
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**334,259.12**

Batch Yr	Batch No	Amount
2	**7922**	**334,259.12**

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
05	00021801	1,110,305.78	05/29/12	209759 PROPRIETARY FUND	C
Total Bank No 05		**1,110,305.78**			

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	1,110,305.78
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**1,110,305.78**

Batch Yr	Batch No	Amount
2	**7934**	**1,110,305.78**

AI-32310 **2. A.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - 93rd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-002-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/10/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/10/2012 04:13 PM
Veronica Ortiz	Veronica Ortiz	05/11/2012 10:04 AM
Auditor's Office	Arcilia Duran	05/25/2012 11:57 AM

Form Started By: Ana Galvan Started On: 05/10/2012 03:25 PM

Final Approval Date: 05/25/2012

DATE: May 4, 2012

DEPARTMENT HEAD: Judge Rodolfo Delgado

DEPARTMENT NAME: 93rd District Court (002)

ACCOUNT NUMBER: 2110041200600200106YXX

RECEIVED
MAY 07 2012
BY

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
780	Capital lease	442	Equip + Vehicle Rental	1231.50
			TOTAL	1231.50

HIDALGO COUNTY BUDGET OFFICE 2012 MAY 7 PM 4:17

REASON: as per auditor's instruction to change line items

DEPARTMENT HEAD SIGNATURE

May 7 2012

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

AI-32305 **2. B.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: COMM. PCT. #3

Information

CAPTION

2012 - CO2010 A&B Pct3 La Homa (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-045-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/14/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/10/2012 12:59 PM
Ana Galvan	Ana Galvan	05/14/2012 03:51 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:00 PM

Form Started By: Norma Ceballos Started On: 05/10/2012 11:16 AM

Final Approval Date: 05/25/2012

INTRADEPARTMENTAL TRANSFER

DATE: May 10, 2012

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Precinct #3

ACCOUNT NUMBER: 2-1342-431-00-123-045-0-XXX - CO 2010 A & B

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
731	Pct 3 La Homa (SH495-FM1924)Rds & Rd Improv.	841	Pct 3 La Homa (SH495-FM1924)Aid to Gov agencies	$ 108,000.00
711	Pct 3 La Homa (SH495-FM1924)ROW	841	Pct 3 La Homa (SH495-FM1924)Aid to Gov agencies	$ 292,000.00
			TOTAL	**$400,000.00**

REASON: Transfer is needed to fund expected expenditures.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32342 **2. C.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: ELECTIONS DEPT.

Information

CAPTION

2012- Elections Department (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

442 --> 336 $10,000.00
535 --> 336 $40,000.00
671 --> 336 $2,000.00
672 --> 336 $1,000.00
780 --> 336 $3,000.00
Available balance as of 05/14/12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:16 AM
Veronica Ortiz	Veronica Ortiz	05/18/2012 03:12 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:46 PM

Form Started By: Veronica Lopez Started On: 05/14/2012 03:36 PM

Final Approval Date: 05/25/2012

DATE: May 14, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

2012
Transfer

AI- 32342

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
442	Equip & Vehicle Rentals	336	Comp Srv	$10,000.00
535	Postage	336	Comp Srv	$40,000.00
671	Bldg & Other Struc R&M Supp	336	Comp Srv	$2,000.00
672	Equip & Vehicle R&M Supplies	336	Comp Srv	$1,000.00
780	Capital Leases	336	Comp Srv	$3,000.00
			TOTAL	$56,000.00

REASON:
Transfer needed for maint. agreement invoices.

Approved by

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32409 **2. D.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: ELECTIONS DEPT.

Information

CAPTION

2012- Elections Department (1283)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

601 --> 336 $6.13

745 --> 336 $101.82

Available balance as of 05/16/12

Attachments

HAVA Prog Income LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:18 AM
Veronica Ortiz	Veronica Ortiz	05/18/2012 02:28 PM
Auditor's Office	Arcilia Duran	05/25/2012 11:59 AM

Form Started By: Veronica Lopez Started On: 05/16/2012 03:35 PM

Final Approval Date: 05/25/2012

DATE: May 16, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

2012
Transfer

AI- 32409

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Office & Comp Supp	336	Comp Srv	$6.13
745	Comp Equip	336	Comp Srv	$101.82
			TOTAL	$107.95

REASON:
Transfer needed to keep HAVA Program Income organized.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32370 **2. E.**

CC CONSENT

Meeting Date: 05/29/2012

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:

Available funds as of 5/15/12.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 01:50 PM
Veronica Ortiz	Veronica Ortiz	05/18/2012 02:27 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:47 PM

Form Started By: Olga Garza Started On: 05/15/2012 01:42 PM

Final Approval Date: 05/25/2012

DATE: May 29, 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	664	OTHER MINOR EQUIPMENT	400.00
431	BLDG&OTHR STRUC R&M SRV	630	FOOD	600.00
431	BLDG&OTHR STRUC R&M SRV	439	OTHER R&M SRV	105.00
431	BLDG&OTHR STRUC R&M SRV	811	LICENSES & PERMITS	450.00
			TOTAL	1,555.00

REASON:

Intradepartmental Transfer into object code 664 for the purchase of equipment to be used county wide on drain pipes; transfer into object code 630 to purchase gatorade to be used for employees working outside; transfer into object code 439 to cover invoice under correct code; and transfer into object code 811 for a permit that is being requested.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32333 **2. F.**

CC CONSENT

Meeting Date: 05/29/2012

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. #: 2-1293-441-00-340-005-0-604

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/14/2012 10:24 AM
Veronica Ortiz	Veronica Ortiz	05/18/2012 02:27 PM
Auditor's Office	Arcilia Duran	05/25/2012 11:57 AM

Form Started By: Mike Escaname Started On: 05/14/2012 09:30 AM

Final Approval Date: 05/25/2012

Date: May 14, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-005-0-
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
2-1293-441-00-340-005-0-604	H.D. ADM-MEDICAL & LAB S	2-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SRV	$20,000.00
2-1293-441-00-340-005-0-604	H.D. ADM-MEDICAL & LAB S	2-1293-441-00-340-005-0-532	H.D. ADM-WIRELESS DEVICES	$650.00
			Amount	$ 20,650.00

Revenue Account
Amount Requested: $ 20,650.00

Reason: Needed to cover anticipated expenditures.

Available Balance on 05/14/12 ----------> Obj 604

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-32399 **2. G.**

CC CONSENT

Meeting Date: 05/29/2012

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. #: 2-1293-441-00-340-005-0-604

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

BUDGETARY IMPACT:

Funds available as of 05/17/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 01:55 PM
Ana Galvan	Ana Galvan	05/17/2012 11:25 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:38 PM

Form Started By: Mike Escaname Started On: 05/16/2012 01:34 PM

Final Approval Date: 05/25/2012

Date: May 16, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-005-0-XXX - Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1293-441-00-340-005-0-604	MEDICAL & LAB SUPPLIES	2-1293-441-00-340-005-0-336	COMPUTER SERVICES	$ 6,450.00
2-1293-441-00-340-005-0-604	MEDICAL & LAB SUPPLIES	2-1293-441-00-340-005-0-743	OFFICE FURNITURE & EQUIPMENT	$ 125.00
			Amount	$ 6,575.00

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-32411 **2. H.**

CC CONSENT

Meeting Date: 05/29/2012

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. #: 2-1293-441-00-340-012-2-601

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

BUDGETARY IMPACT:

Funds available as of 05/17/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:17 AM
Ana Galvan	Ana Galvan	05/17/2012 01:06 PM
Auditor's Office	Arcilia Duran	05/25/2012 11:59 AM

Form Started By: Mike Escaname Started On: 05/16/2012 03:39 PM

Final Approval Date: 05/25/2012

Date: May 16, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-012-2-XXX IMM DIV LOCAL
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
2-1293-441-00-340-012-2-601	OFFICE & COMPUTER SUPPLIES	2-1293-441-00-340-012-2-661	MINOR OFFICE FURN & EQUIP
			Amount

Reason: Line item transfer needed to fund anticipated expenditures.

Available Balance on 05/16/12 ----------> 601

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AMOUNT
$950.00
$ 950.00

AI-32423 **2. I.**

CC CONSENT

Meeting Date: 05/29/2012

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 05-18-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:14 AM
Veronica Ortiz	Veronica Ortiz	05/18/2012 02:32 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:44 PM

Form Started By: Edna Kirby Started On: 05/16/2012 04:19 PM

Final Approval Date: 05/25/2012

DATE: May 29, 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
336	IT COUNTYWIDE-COMPUTER SERVICES	601	IT COUNTYWIDE-OFFICE COMPUTER SUPPLIES	$1,073.00
336	IT COUNTYWIDE-COMPUTER SERVICES	534	IT COUNTYWIDE-INTERNET	11,362.47
			TOTAL	**$12,435.47**

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-32338 **2. J.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted By: IRENE CARDENAS, J.P. 1, 2

Department: J.P. 1, 2

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-062-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-18-12

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/14/2012 03:06 PM
Veronica Ortiz	Veronica Ortiz	05/18/2012 02:31 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:48 PM

Form Started By: IRENE CARDENAS Started On: 05/14/2012 02:40 PM

Final Approval Date: 05/25/2012

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: May 14, 2012

DEPARTMENT HEAD: Jesus E. Morales

DEPARTMENT NAME: Justice of the Peace Precint 1 Place 2 - (062)

ACCOUNT NUMBER: 2-1100-412-00-062-001-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
550	Printing & Binding	583	Travel out of County	$8.08
810	Dues & Membership	583	Travel out of County	$15.00
601	Office Supplies	583	Travel out of County	$200.00
601	Office Supplies	584	Registration	$120.00
			TOTAL	**$343.08**

REASON: Transfer funds to attend 2012 Vital Statistics Conference in Corpus Christi, TX on June 15, 2012

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

AI-32569 **2. K.**

CC CONSENT

Meeting Date: 05/29/2012

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. #: 2-1312-431-00-123-385-1-899

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/25/2012 12:57 PM
Auditor's Office	Monica Badillo	05/25/2012 02:41 PM

Form Started By: Marcie Jackson Started On: 05/25/2012 11:34 AM

Final Approval Date: 05/25/2012

DATE: May 25, 2012

2012
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 2-1312-431-00-123-385-1-899

AI-32569 06/05/12

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	LA HOMA RD S S/D - CONTINGENCY	731	LA HOMA RD S S/D - ROADS	$9,513.70

AI-32455 **2. L.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: COMM. PCT. #3

Information

CAPTION

2012 - Pct #3 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-123-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-25-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/21/2012 11:13 AM
Veronica Ortiz	Veronica Ortiz	05/25/2012 10:28 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:22 PM

Form Started By: Norma Ceballos Started On: 05/21/2012 10:15 AM

Final Approval Date: 05/25/2012

INTRA-DEPARTMENTAL TRANSFER

DATE: 05/21/12

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 2-1200-431-00-123-004-0-XXX

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

SUBJECT: Intra-departmental Transfer

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
601	Pct #3 Adm. - Office & Computer Supplies	745	Pct #3 Adm. - Computer Equipment	$ 1,300.00
			TOTAL	**$ 1,300.00**

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32415 **2. M.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 05-18-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:05 AM
Veronica Ortiz	Veronica Ortiz	05/18/2012 02:32 PM
Auditor's Office	Arcilia Duran	05/18/2012 03:07 PM

Form Started By: Jr. Munoz Started On: 05/16/2012 03:52 PM

Final Approval Date: 05/18/2012

DATE: 05/25/12 **AI#** _____

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

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

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	Other	748	Other Equipment	10,000.00
			TOTAL	10,000.00

REASON:

To cover the purchase of enclosed utility trailiers.

_____

DEPARTMENT HEAD SIGNATURE

_____ / / _____

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

AI-32375 **2. N.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

2012 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 05/22/2012.

Attachments

LIT052912

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/15/2012 04:57 PM
Ana Galvan	Ana Galvan	05/22/2012 03:55 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:42 PM

Form Started By: Irma Castillo Started On: 05/15/2012 03:53 PM

Final Approval Date: 05/25/2012

Raul E. Sesin, P.E.,
C.F.M.
PLANNING
ADMINISTRATOR

HIDALGO COUNTY

PLANNING DEPT.

DATE: May 9, 2012

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 2-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2-1100-419-10-210-001-0-601	Office and Computer Supplies	→	2-1100-419-10-210-001-0-532	Wireless devices	$21.15
					$21.15

Need money in the Cellular account to pay for monthly Verizon Invoice.

5-15-12
Department Head Signature

Approved Commissioners' Court

___/___/___
Date

Attest County Clerk

LIT052912

AI-32392 **2. O.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: Yes 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	05/16/2012 11:21 AM
Budget & Management	Merlen P. Munoz	05/16/2012 11:51 AM
Veronica Ortiz	Veronica Ortiz	05/18/2012 02:27 PM
Emilia Uriegas	Emilia Uriegas	05/23/2012 09:44 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:41 PM

Form Started By: Virginia Rodriguez Started On: 05/16/2012 10:50 AM

Final Approval Date: 05/25/2012

DATE: 5/25/2012

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-	432-R&M SERVICE-EQUIPMENT	2-1100-423-21-280-002-0-	439-R&M-SERVICE-OTHER	132.00
2-1100-423-21-280-002-0-	671-R&M SUPPLIES-BLDG	2-1100-423-21-280-002-0-	679-R&M SUPPLIES-OTHER	1,600.00

AI-32404 **2. P.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted For: Captain Rodolfo Espinoza Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Investigation Fund HB65 (Fund 1227)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1227-421-00-280-005-0

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

BUDGETARY IMPACT:

$23,408.00 available funds as of 05/16/2012.
No salary analysis needed. There are currently no regular full time employees charged to object code 113 Regular Full-Time Employees in the Sheriff's Investigation HB65 account.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/16/2012 04:01 PM
Budget & Management	Merlen P. Munoz	05/18/2012 11:12 AM
Sylvia Solis	Sylvia Solis	05/18/2012 01:56 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:39 PM

Form Started By: Rosie Hinojosa Started On: 05/16/2012 03:03 PM

Final Approval Date: 05/25/2012

DATE: 5/16/2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Investigation Fund HB65

ACCOUNT NUMBER: 2-1227-421-00-280-005-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1227-421-00-280-005-0-113	Regular Full Time Employees (Salaries)	➔	2-1227-421-00-280-005-0-584	Registration Fees	7,500.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
T O T A L					**$7,500.00**

T O T A L **To increase line item for anticipated expenses.**

_____

DEPARTMENT HEAD SIGNATURE

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

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

AI-32383 **2. Q.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: WIC

Information

CAPTION

2012- WIC (1292)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 05/18/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 10:06 AM
Ana Galvan	Ana Galvan	05/22/2012 04:08 PM
Auditor's Office	Arcilia Duran	05/25/2012 11:58 AM

Form Started By: Margarita Gonzalez Started On: 05/16/2012 09:13 AM

Final Approval Date: 05/25/2012

DATE: 05/16/12

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 2.1292.441.00.350.001.2. WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER		ACCOUNT NAME	ACCOUNT NUMBER		ACCOUNT NAME	AMOUNT
2.1292.441.00.350.001.2	604	Medical & Lab Supplies	→ 2.1292.441.00.350.001.2	584	Registration Fees	5,000.00
					Total:	5,000.00

REASON: To encumber cost for items that are needed.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS' COURT DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-32384 **2. R.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: WIC

Information

CAPTION

2012- WIC- Lactation (1292)

BACKGROUND

L/T

2.1292.441.00.350.013.2.xxx

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-013-2-XXX

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

BUDGETARY IMPACT:

Funds in the amount of $6,670.00 available as of 5/17/2012.

A future analysis of Reg F/T salaries (obj code 113) will be done and should funds be needed at the time, funds will be provided from
WIC Adm grant.

Attachments

LIT & Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 10:07 AM
Sylvia Solis	Sylvia Solis	05/17/2012 04:14 PM
Auditor's Office	Arcilia Duran	05/25/2012 11:58 AM

Form Started By: Margarita Gonzalez Started On: 05/16/2012 09:33 AM

Final Approval Date: 05/25/2012

DATE: 05/16/12

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 2.1292.441.00.350.013.2 Lactation

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
2.1292.441.00.350.013.2.113	Reg F/T Employees	→ 2.1292.441.00.350.013.2.230	Retirement	500.00
2.1292.441.00.350.013.2.113	Reg F/T Employees	→ 2.1292.441.00.350.013.2.250	Unemployment Comp	50.00
			Total:	550.00

REASON: To cover current fringe benefit expenditures.

WIC LACTATION

Salaries Analysis Worksheet

5/17/2012

Acct No: 2-1292-441-00-350-013-2-XXX

Object Code	Acct. Description	2012 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	SAGE Available Balance (5/17/12)	Lapsed funding available
113	Regular Full-Time	$54,600.00	$2,100.00	10.0	$21,000.00	$6,670.00	($14,330.00)
230	Retirement	$5,504.34	$211.71	10.0	$2,117.05	($239.83)	($2,356.88)
250	Unemployment	$276.60	$10.64	10.0	$106.38	($24.79)	($131.17)
TOTAL		$60,380.94	$2,322.34		$23,223.44	$6,405.38	($16,818.06)

* Please note: Grant will expire on 09/30/2012.

A future analysis of Reg F/T salaries (obj code 113) will be done and should funds be needed at the time, funds will be provided from WIC Adm grant.

AI-32385 **2. S.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: WIC

Information

CAPTION

2012- WIC-NPAOP- (1292)

BACKGROUND

L/T

2.1292.441.00.350.014.2.xxx

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-014-2-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-18-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 10:07 AM
Veronica Ortiz	Veronica Ortiz	05/18/2012 03:05 PM
Auditor's Office	Arcilia Duran	05/25/2012 11:58 AM

Form Started By: Margarita Gonzalez Started On: 05/16/2012 09:39 AM

Final Approval Date: 05/25/2012

DATE:	05/16/12
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	2.1292.441.00.350.014.2 NPAOP
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
2.1292.441.00.350.014.2	661 Minor Office Furn.	→	2.1292.441.00.350.014.2	671 Repair & Maint. Supplies	1,400.00
2.1292.441.00.350.014.2	540 Advertising	→	2.1292.441.00.350.014.2	671 Repair & Maint. Supplies	300.00
2.1292.441.00.350.014.2	603 Education & Instruc. Supp.	→	2.1292.441.00.350.014.2	671 Repair & Maint. Supplies	949.00
Total:					2,649.00

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

AI-32406 **3. A.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: COMM. PCT. #4

Information

CAPTION

Approval of 2012 interdepartmental transfer from Pct. #4 Rd. Maint. (program 007) to Pct. #4 Hacienda De Los Vegas (program 300) in the amount of $256.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-739

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

BUDGETARY IMPACT:

Funding available as of 5-17-12

2-1200-431-00-124-007-0-739-->2-1200-431-00-124-300-0-711 $256.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:09 AM
Manuel Chapa	Manuel Chapa	05/17/2012 08:53 AM
Auditor's Office	Arcilia Duran	05/25/2012 01:43 PM

Form Started By: Jr. Munoz Started On: 05/16/2012 03:24 PM

Final Approval Date: 05/25/2012

DATE: May 25, 2012

2012
Transfer

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4
Road Maintance

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-XXX

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
2-1200-431-00-124-007-0-739	**Pct 4 Rd Maint - Other Structures**	**($256.00)**
To:		
2-1200-431-00-124-300-0-711	**Pct. 4 BCAP Hacienda De Los Vegas - Right-of-Way**	**$256.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover recording fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-32435 **3. B.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted For: Constable Pct. 3 Larry Gallardo Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 3 (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Constable Pct. 3 in the amount of $1,882.46 to fund vehicle repairs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

2-1100-415-00-115-002-0-899 --> 2-1100-421-00-293-001-0-432 $1,882.46; funds available as of 5-17-12

Attachments

Constable Pct. 3 interdept transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/21/2012 02:04 PM
Budget & Management	Merlen P. Munoz	05/21/2012 04:14 PM
Erika Zamora	Erika Zamora	05/24/2012 10:19 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:38 PM

Form Started By: Ivan Cantu Started On: 05/17/2012 02:38 PM

Final Approval Date: 05/25/2012

DATE: May 29, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Pct. 3

ACCOUNT NUMBER: 2-1100-4XX-00-XXX-00X-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:			
2-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(1,882.46)
TO:			
2-1100-421-00-293-001-0- 432	Constable Pct. 3-	Equip. & Veh. R & M Svcs	1,882.46

AI-32405 **3. C.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: COMM. PCT. #4

Information

CAPTION

Approval of 2012 interdepartmental transfer from Pct. #4 CO2010A&B Drainage Improvement (program 036) to Pct. #4 CO2010A&B Drainage Improvement to (program 040, 041, 042, and 054) in the amount of $184.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Funding available as of 5-17-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 03:20 PM
Manuel Chapa	Manuel Chapa	05/21/2012 09:08 AM
Auditor's Office	Arcilia Duran	05/25/2012 01:44 PM

Form Started By: Jr. Munoz Started On: 05/16/2012 03:04 PM

Final Approval Date: 05/25/2012

DATE: May 25, 2012

2012
Transfer

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2010A&B Pct4 Drain Improvement

ACCOUNT NUMBER: 2-1342-431-00-124-036-0-890

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

Contact: Rumaldo Munoz Jr.
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
2-1342-431-00-124-036-0-890	**CO2010A&B Pct4 Drain Improv.- Other**	**(184.00)**
To:		
2-1342-431-00-124-041-0-711	**CO2010A&B Pct4 Damian Acres- Right-of-Way**	**$28.00**
2-1342-431-00-124-041-0-733	**CO2010A&B Pct4 Damian Acres- Drainage**	**$32.00**
2-1342-431-00-124-042-0-733	**CO2010A&B Pct4 Diana Estates- Drainage**	**$48.00**
2-1342-431-00-124-054-0-711	**CO2010A&B Pct4 Alamo Brisas Sub.- Right-of-Way**	**$40.00**
2-1342-431-00-124-040-0-711	**CO2010A&B Pct4 Alamo Acres Sub.- Right-of-Way**	**$36.00**
TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:
Transfer to cover Recording fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-32318 **3. D.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #3 C.O. 2010 A&B (1342):
Approval of 2012 interdepartmental transfer from Precinct #3 C.O. 2010A&B La Homa (SH495 - FM1924) to Precinct #3 C.O. 2010A&B Mile 2 North (Moorefield - La Homa) and Precinct #3 C.O. 2010A&B Mile 2 North (Moorefield - Inspiration) in the total amount of $138,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-045-0-711

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

BUDGETARY IMPACT:

Available funds as of 5/11/12 are $1,079,835.00.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/11/2012 01:17 PM
Olga Garza	Olga Garza	05/11/2012 04:56 PM
Auditor's Office	Arcilia Duran	05/25/2012 01:19 PM

Form Started By: Perla Lopez Started On: 05/11/2012 11:12 AM

Final Approval Date: 05/25/2012

INTER-DEPARTMENTAL TRANSFER

DATE: May 29, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management for Pct. #3 C.O. 2010A&B

ACCOUNT NUMBER: 2-1342-431-00-123-0XX-0-XX1

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

AI - 32318

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
2-1342-431-00-123-045-0-711	CO2010A&B-Pct3 La Homa(SH495-FM1924)-ROW	(138,000.00)
TO:		
2-1342-431-00-123-094-0-731	CO2010A&B-Pct3 M2N(Moorefield-LaHoma)-Rd	31,000.00
2-1342-431-00-123-099-0-841	CO2010A&B-Pct3 M2N(Moorefield-Insp)-Aid	107,000.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to cover expected expenditures for the Mile 2 North Rd Project.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-32382 **3. E.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1 (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm-Contingency to Constable Pct. 1 in the amount of $969.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 05/15/2012.

Attachments

Interdept.

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	05/16/2012 01:13 PM
Budget & Management	Merlen P. Munoz	05/16/2012 01:17 PM
Merlen P. Munoz	Merlen P. Munoz	05/16/2012 04:28 PM
Auditor's Office	Arcilia Duran	05/25/2012 01:20 PM

Form Started By: Sylvia Solis Started On: 05/15/2012

Final Approval Date: 05/25/2012

DATE: May 15, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012
Transfer

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
2-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(969.00)
TO				
2-1100-421-00-291-001-0-	117	CONSTABLE PCT. 1 -	SUPPLEMENTAL PAY	$819.00
2-1100-421-00-291-001-0-	220	CONSTABLE PCT. 1 -	FICA	$63.00
2-1100-421-00-291-001-0-	230	CONSTABLE PCT. 1 -	RETIREMENT	$82.00
2-1100-421-00-291-001-0-	250	CONSTABLE PCT. 1 -	UNEMPLOYMENT COMP	$5.00
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Interdepartmental transfer to fund to cover for prorated supplemental pay allowance and related fringe benefit expenditures to be paid to employee no. 172189. Employee obtained Civil Process Proficiency Certification on 04/26/2012.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-32462 **4. A.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted For: Pct 2 - TXDOT (1315) Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 2 TXDOT (1315):
Approval of 2012 interfund transfer from Certificate of Obligation Series 2009 (1339) to the TXDOT-Nolana Loop Project (fund 1315, program #081) in the amount of $62,500.00 to fund additional engineering and environmental costs incurred for the Nolana Loop Project (1315) in the Pct. 2 area.

BACKGROUND

This is for additional costs above what was written in the Original AFA CSJ#0921-02-169. Original total estimated cost was 2.5 million.

Fiscal Impact

FISCAL YEAR: ACCT. #: 2-1339-431-00-122-034-0-742

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

BUDGETARY IMPACT:

Transfer from 2-1339-431-00-122-034-0-742 to 2-1315-431-00-122-081-0-731 in the amount of $62,500.00. Funding available for transfer as of 5/21/12.

Attachments

2012 Interfund for TXDOT-Nolana Loop (1315)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/21/2012 11:44 AM
Roland Garcia	Rolando Garcia	05/24/2012 02:15 PM
Auditor's Office	Arcilia Duran	05/25/2012 01:21 PM

Form Started By: Dale Kennan Started On: 05/21/2012 11:10 AM

Final Approval Date: 05/25/2012

DATE: May 21, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management for the: TXDOT Nolana Loop Project (1315)

ACCOUNT NUMBERS: From: 2-1339-431-00-122-034-0-742
To: 2-1315-391-01-000-339-0-000

Contact: Dale Ph#: (956) 292-7025 Ext. 5406

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
2-1339-431-00-122-034-0-742	CO2009-PCT2 DRAIN IMPRV-HEAVY EQUIP	(62,500.00)
2-1339-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	62,500.00
2-1315-391-01-000-339-0-000	TRANSFERS IN-CERT OF OBLIG, 2009	62,500.00
2-1315-431-00-122-081-0-731	TXDOT-NOLANA LOOP-ROADS	62,500.00
	TOTAL BUDGET INCREASE (DECREASE) 1339	0.00
	TOTAL BUDGET INCREASE (DECREASE) 1315	62,500.00

REASON: Transfer from CO2009-PCT2 DRAIN IMPRV-HEAVY EQUIP to TXDOT-NOLANA LOOP-ROADS to fund additional engineering & environmental expense beyond the original AFA in the amount of $62,500.00 for this

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-32504 **5. A.**

CC CONSENT

Meeting Date: 05/29/2012

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 05-29-12

Pct 2 & 4 Cert Plat & Utility Status 05-29-12

Pct 2 & 4 Water Service Availability 05-29-12

Pct 3 Water Service Availability 05-29-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/23/2012 11:20 AM
Olga Garza	Olga Garza	05/24/2012 04:08 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:03 PM

Form Started By: Irma Castillo Started On: 05/23/2012 10:56 AM

Final Approval Date: 05/25/2012

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ARTURO PERALES	1-8987
2.	FLORENCIA SANCHEZ	1-9022
	COMM. COURT:MAY 29, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8987

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: Arturo Ramos

Address: 1603 Monte Bonito
Edna, Tx 78537

Phone: 956 560 69-33

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Rincon De Palmas Lot #9,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5-11-99);

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

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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: 1-8987

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: Arturo Reynes

Address: 6003 Monte Bonito
Donna, Tx 78537

Phone: 956 560 89 33

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

Rincon De palmas lot 49

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Arturo Reynes — Requesting Party (Signature)
05/16/12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5/23/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8987
May. 16, 2012

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

R2846-00-000-0009-00

[1] OWNER: PERALES, ARTURO

16003 MONTE BONITO
EDINBURG TX 78541

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RINCON DE PALMAS LOT 9

LOCATION: 0 FM 493 & ROOSEVELT

[8] SEWAGE: EXIST

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

Prepared by — Date: 5/15/12

Jonathan Ojeda — Approved by — Date: 5/16/12

Arturo Perales — Signature of Owner or Applicant — Date: 05/16/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Hidalgo County
real property official records search

Wednesday, May 23, 2012

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Printing Instructions



Recorded On: 2012-Mar-13 As: 2289488

2289488

ASSUMPTION WARRANTY DEED

Date: March 7, 2012

Grantor: Gilbert Renteria, a single person
Grantor's Mailing Address (including county):

21219 W. Gaston Circle
Edinburg, Texas 78541
Hidalgo County, Texas

Grantee: Arturo Perales Leija
Grantee's Mailing Address (including county):

16003 Monte Bonito
Edinburg, Texas 78539
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 Eighteen Thousand Dollars and No Cents ($18,000.00) dated April 1, 2010, executed by Gilbert Renteria and payable to the order of Bob A. Gaston. The note is secured by a an express vendor's lien and additionally secured by a Deed of Trust dated April 1, 2010, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's File Number 2097890. 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):

> Lot 9, Rincon De Palmas Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 34, Page 94, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;

Hidalgo County
Real property official records search

Wednesday, May 23, 2012

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Printing Instructions



Recorded On: 2012-Mar-13 As: 2289488

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.

Gilbert Renteria

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.

Arturo Perales Leija

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 12th day of March, 2012, by Gilbert Renteria.

LAURA RIPLEY NOTARY PUBLIC STATE OF TEXAS EXPIRES 8-21-2012

Notary Public, State of Texas

Page 3 of 4

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: I-9022

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: Ebrencia Sanchez

Address: 4117 Mile 2 W
Mercedes, Tx. 78570

Phone: 956 314 7994

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Canuck Village lot # 8 ,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-7-09);

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 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
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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: 1-9022

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: Florencia Sánchez

Address: 14117 Mile 2 W
Mercedes, Tx. 78570

Phone: 956 314 7994

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

Canuck Village lot # 8

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 05/22/2012

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:

5/22/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9002
May. 22, 2012

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

C1297-00-000-0008-00

[1] OWNER: SANCHEZ, FLORENCIA

14117 MILE 2
WESLACO TX 78596
Telephone No. 314-7994

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 440 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CANUCK VILLAGE LOT 8

LOCATION: 0 MILE 2 & MILE 12

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $750

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___/___NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALLC OUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:15' SIDES:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date: 5/22/12

SOFANDAN ISIDRO — Approved by — Date: 5/9/12

Signature of Owner or Applicant — Date: 5/22/12

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.

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: February 23, 2010

Grantor: Daniec Land & Cattle Co., INC.
Grantor's Mailing Address (including county):

P.O. Box 720821
McAllen TX 78504
Hidalgo County

Grantee: Florencia Sanchez
Grantee's Mailing Address (including county):
306 W Mile 12
Weslaco TX 78596
Hidalgo County
(956) 854-3048

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of **$24,500.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):
LOT 8, CANUCK VILLAGE SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED DOCUMENT # 2040759 IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations From and Exceptions to Conveyance and Warranty:
SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO liens in favor of McAllen National Bank as recorded in Deeds of Trust dated December 8, 2006 and recorded as documents # 1695607 in the official records of Hidalgo County, Texas.
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.
For Grantor and Grantor's successors, a reservation of an undivided interest in the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

CK 8

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.
This conveyance is made subject to the restrictions, reservations and covenants for Canuck Village Subdivision, recorded as Document # 2043564 Official Records of Hidalgo County, Texas.

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

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

Paul Daniec

Paul Daniec-President of
Canuck Village Subdivision

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on _____ by PAUL DANIEC, President of Canuck Village Subdivision.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Daniec land & Cattle Co. Inc.
P.O. Box 720821
McAllen TX 78504

CK

County of Hidalgo

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

On-Site Sewerage Inspection Report

Owner: Paul Daniec Permit #: 48551
Address: Canuck Village S/D Phone #:
Location: mile 2 ½ N Lot 8 No. Bedrooms: 3
Tank Type: Concrete

Inside diameter: 5
Inside length of sides: 5'
Liquids depth or distance from tank bottom to outlet bottom: 48"
Airspace (approximately): 3"
Approximate gallon cap.: 2-500= 1000 Gallons

Drain Field: Trench ✓ Bed: Evapotranspiration:
Distance from private well: N/A
Distance from foundation: To tank: N.L. To drainfield: V.L.
Distance from property line: To tank 17' To drainfield: 19'
Depth of Trench: 36" Width of trench: 36"
Backfill material: lb: II: III: ✓

Dimensions: 240' X 5 = 1200 Sq. Ft.
Gravel: Natural: Crushed: Washed: ✓
Amount: 24 yards, or Tons (per installation)
Pipe: Type: 2729 Brand (if known): Number of feet: 240'

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: J. A. Gonzalez License No.: 1350
Remarks: VL = VACANT LOT - With Tie up Septic
No Return Valve

Inspector: J. Gonzalez Date: 4-2-09
D.R. Lic. # 20831

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Sylvia Sanchez, C/O Jessica M. Sanchez	4-11507
2.	Enrique Cazares	4-11563
3.	Jose L. Martinez	4-11451
4.	Hector Saavedra, C/O Noe Saavedra	4-11519
5.	Mayra & Felipe Gonzalez	4-11129
	COMM. COURT: May 29, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11507

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: Jessica M. Sanchez

Address: 7816 San Carlos Circle
Edinburg, Tx. 78542

Phone: 956-342-3220

	Temporary Service	Final Service
Approved by Environmental Health:		Charles Ramirez
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	5 / 21 / 12

Water Supplier: ✓ NAWSC.

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

Account/ESI No.: # 2604055-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:
San Carlos Est. #2 Lot # 33 ,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 4-26-94);

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

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

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

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

Hector O. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-11507

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: Jesus A. & Sylvia Sánchez

Address: 7786 San Carlos Circle
Edinburg, Tx. 78542

Phone: 956-342-8825

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

Lot 33; San Carlos Est. #2; North of HWY 107 & Passing Sharp Rd.

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 Sylvia Sánchez
Requesting Party (Signature)

5-21-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5-23-12
Date

Raul E. Sesin
County Official

WARRANTY DEED WITH VENDOR'S LIEN

Date: July 1, 1999 788914

Grantor: Stonehaven Development, Inc., a Texas corporation

Grantor's Mailing Address (including county):

1601 N. 8th Street
MCALLEN, TEXAS 78501
HIDALGO COUNTY, TEXAS
HIDALGO COUNTY, TEXAS

Grantee: JESUS A. SANCHEZ AND SYLVIA SANCHEZ

Grantee's Mailing Address (including county):

Rt. 8 Box 2512
Edinburg, Texas 78539
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 **Fourteen Thousand Four Hundred Dollars and No Cents ($14,400.00)**, and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to **ROGELIO IBAÑEZ, JR., Trustee.**

Property (including any improvements):

Lot Thirty Three (33), San Carlos Estates Unit II, Hidalgo County, Texas, according to the map recorded in Volume 30, Page 37, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.(Copy of Restrictions for San Carlos attached hereto as Exhibit "A").

Reservations from and Exceptions to Conveyance and Warranty:

1. **Restrictive covenants covering the real property, a copy of which Grantee acknowledges receiving.**

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

3. **First Lien held by First National Bank, as evidenced by Deed of Trust recorded in Document Number 778830 in the Official Records of Hidalgo County, Texas, together with any and all renewals, extensions, modifications or additions to the indebtedness evidenced by the said Deed of Trust.**

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

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 OR 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 each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Stonehaven Development, Inc., a Texas corporation

BY: Anthony E. Gray
ITS: PRESIDENT

(Acknowledgment)

State of TEXAS
County of HIDALGO

This instrument was acknowledged before me on the 7th day of July, 1999, by Anthony E. Gray, President of Stonehaven Development, Inc., a Texas corporation, on behalf of said Texas corporation.

VERONICA MUNIZ
Notary Public,
State of Texas My
Comm. Exp. 09-24-2002

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Law Firm of Roy Ibañez
1410 Dove
McAllen, Texas 78504

PREPARED BY:

Law Firm of Roy Ibañez
1410 Dove
McAllen, Texas 78504
Software by ReMerge-It

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11507
Apr. 24, 2012

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

S0455-02-000-0033-00

[1] OWNER: SANCHEZ, JESUS A & SYLVIA

7781 SAN CARLOS CIR
EDINBURG, TX 78542
Telephone No. 342-8825

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,728 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN CARLOS ESTATES UT 2 LOT 33

LOCATION: 0 HWY 107 & SHARP RD

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 6'
REAR 15' . 18" ABOVE CNTL OF ST.

Prepared by _____ Date 04/24/12

Approved by _____ Date 04/27/12

Signature of Owner or Applicant _____ Date 04/24/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Community No.: _____

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11563

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Enrique Cazares

Address: 2812 Ingle
Edinburg Tx
78542

Phone: (956) 331-55-16

Water Supplier: Northwater supplx

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: ~~##~~ N/A

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Pueblo De Palmas #12 Lot #47 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5-01-12);

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

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

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

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

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: 4-11563

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: Enrique Cazares

Address: 2812 Ingle Edinburg Tx 78542

Phone: (956) 331-55-16

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

Pueblo del Palmar #12 Lot 47

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Enrique Cazares — Requesting Party (Signature)

5-21-2012 — 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:

05/21/12 — **Date**

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

Date: MAY 4, 2012

Grantor: JGF ENTERPRISES, L.P.

Grantor's Mailing Address (including county):
P.O. BOX 1000
MISSION, TEXAS 78573-1000
HIDALGO COUNTY

Grantee: ENRIQUE CAZARES

Grantee's Mailing Address (including County):
4518 N. YVETTE
EDINBURG, TX. 78539
HIDALGO COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note (the "Purchase Note") of even date, that is in the principal amount of **$19,450.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):
LOT# 47, PUEBLO DE PALMAS, PHASE 12, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2304814, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

Reservations From and Exceptions to Conveyance and Warranty:
SAVE AND EXCEPT all oil, gas, and other minerals not previously reserved by prior Grantors are expressly reserved by grantor herein, together with the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil , gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease;
SUBJECT TO Only one temporary or permanent single-family dwelling may be located on each lot, which is restricted to single family use by the plat of the subdivision and/or by restrictive covenants referred to in this instrument.
SUBJECT TO Declaration of Restrictive Covenants, recorded as Document Number 2304904 recorded in the Official Records of Hidalgo County, Texas, and all subsequent Amendments of declaration of restrictive covenants recorded in the Official Records of Hidalgo County, Texas;
SUBJECT TO visible and apparent easements on or across the subject property;

SUBJECT TO minimum floor elevations, minimum building setback lines, utility easements, and other requirements shown on the map of said subdivision;
SUBJECT TO all recorded restrictions, reservations, covenants, conditions, oil, gas and mineral leases, mineral severances and other instruments, other than liens and conveyances, that affect the property;
SUBJECT TO Easements, right-of-way, and prescriptive rights, whether of record or not;
SUBJECT TO taxes for the current year and all subsequent years, payment of which are expressly assumed by the Grantee herein.

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

Grantor has executed and delivered this Deed and has granted, bargained, sold and conveyed the Property, and Grantee has accepted this Deed and has purchased 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 limitations, 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 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 Purchase Note described is fully paid according to its terms, at which time this deed shall become absolute.

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

JGF ENTERPRISES, L.P.

BY: _____

J. Gary Frisby, President
JGF LAND CO., INC.
Its sole general partner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on May 4 2012, by J. Gary Frisby, President of JGF LAND CO., INC. the sole General Partner of JGF ENTERPRISES, L.P., a Texas Limited Partnership on behalf of said Partnership.

ANABEL ROCHA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-27-2013

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

JGF ENTERPRISES, L.P.
P.O. BOX 1000
MISSION, TEXAS 78573-1000

AFTER RECORDING RETURN TO:

ENRIQUE CAZARES
4518 N. YVETTE
EDINBURG, TX. 78539

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11563
May. 18, 2012

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

P9277-12-000-0047-00

[1] OWNER: ENRIQUE CAZARES

4518 N YVET
EDINBURG TX. 78542
Telephone No. 331-5516

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,050 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
PUEBLO DE PALMAS #12 LOT-47

LOCATION: 0 FM-2812 & KENYON

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA REGULATIONS FRONT-25' REAR-15' SOUTH SIDE-10' SIDE-6'

Prepared by — Date: 5-18-12

Approved by — Date: 5-16-12

Signature of Owner or Applicant — Date: 5-14-2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480338 Pct: 0

Community No.: 0325-D

Certification of Elevation
Required: _____ YES ___NO___ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11451

C-25

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Re-Inspection
Date Approved:	/ /	5 / 17 / 12

Name: Josa L. Martinez

Address: 8012 N Big Five

Phone: 956 309 3288

Water Supplier: North Alamo W Sud

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

Account/ESI No.: 262459-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Tenerman Estates Lot 310,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 4-19-95);

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 [illegible]);

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

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 [illegible]);

[illegible]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: U-11451
C-25

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

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

PARTY MAKING REQUEST:

Name: Josa L. Martinez

Address: 8012 N Big Five

Phone: 956 309 32 88

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

Tamarron Est. Lot 36.

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 Josa L. Mtz — 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) Print.

This part to be filled out by receiving county official:

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

5-17-12 — **Date**

Jaime Castillo — **County Official**

Recorded On:2011-Oct-18 As:2249976

2249976

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: October 18, 2011

Grantor: **GERARDO SOTO,** a married man (not joined herein by my spouse, as the property being conveyed herein does not constitute any part of our homestead)

Grantor's Mailing Address (including county): 123 Mesquite Drive, San Juan, Hidalgo County, Texas 78589

Grantee: **JOSE LUIS MARTINEZ GONZALEZ and wife, ELVA MORENO**

Grantee's Mailing Address (including county): 8012 N. Big Five, Edinburg, Hidalgo County, Texas 78541

Consideration: **TEN DOLLARS AND OTHER VALUABLE CONSIDERATION.**

Property (including any improvements): All of Lot (36) Thirty-Six, Tamarron Estates Subdivision, Hidalgo County, Texas according to the Map recorded in Volume 30, Page 113, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Easements as shown on the recorded map and dedication of the Subdivision and all visible easements;
2. Building Restrictions of record;
3. Ordinances of the County of Hidalgo, Texas;
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 several and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages an area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, other applicable governmental district, agency, or authority;

Recorded On 2011 Oct 18 As 2249976

11. Taxes for the current year and subsequent years, and subsequent assessments for prior years to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so.

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

Grantor grants and conveys the property to Grantee as separate property.

THIS DOCUMENT WAS PREPARED FROM 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 PREPARE EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

GERARDO SOTO

ACKNOWLEDGEMENT

STATE OF TEXAS *
*
COUNTY OF HIDALGO *

On this 18th day of October, 2011, before me Elodia Rodriguez, Notary Public, personally appeared GERARDO SOTO, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity. WITNESS my hand and official seal.

Notary Public, State of Texas
My Commission Expires: 12-29-2014

Elodia Rodriguez
Printed Name of Notary Public

ELODIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
December 29, 2014

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11451
Apr. 2, 2012

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

T0410-00-000-0036-00

[1] OWNER: MARTINEZ, JOSE LUIS G. &
ELVA MORENO
8012 N. BIG FIVE
EDINBURG, TX. 78539
Telephone No. 316-0680

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 864 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TAMARRON ESTATES LOT 36

LOCATION: 0 281 & CIBOLO

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[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: 2-2-12

Approved by — Date: 3/20/12

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: 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: 4-115-19

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:
Noe Sauvedra
Name: Hector Sauvedra

Address: 3824 Appaloosa St.
Edinburg TX 78542

Phone: (956) 457 9685

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	05 / 21 / 12

Water Supplier: North Alamo Water Supply.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Los Nogales Lots,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-16-01);

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

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 Dept.);

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: 4-1519

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: Hector Saavedra

Address: 3824 Cuppal 1030 Sa St
Edinburg TX 78542

Phone: (956) 457 9685

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

100 Noggles Lots

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Hector Saavedra — Requesting Party (Signature)

5/21/12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5-23-12 — **Date**

Ma Castillo — **County Official**

Doc-1631451

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.

Special Warranty Deed with Vendor's Lien

Date: MAY 24, 2006

Grantor: FIRST NATIONAL BANK

Grantor's Mailing Address:

P. O. BOX 810
EDINBURG, TX 78540-0810
HIDALGO COUNTY

Grantee: HECTOR J. SAAVEDRA

Grantee's Mailing Address:

324 CALLE CUATES
EDINBURG, TEXAS 78539
HIDALGO COUNTY

Consideration: A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of SIXTEEN THOUSAND THREE HUNDRED SEVENTY-SIX AND 13/100 DOLLARS ($16,376.13), of which FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($15,500.00) is being used for purchase of property. 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 MICHAEL V. McCARTHY, trustee.

Property (including any improvements):

Lot Sixty Five (65), LOS NOGALES SUBDIVISION, PHASE I, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 38, Pages 130-133, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

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

GF#031833 ally

Doc-1631451

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

FIRST NATIONAL BANK

BY: _____
MICHAEL V. MCCARTHY
ITS: Executive Vice President/Chief Lending Officer

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on June 8, 2006, by MICHAEL V. MCCARTHY, Executive Vice President/Chief Lending Officer of FIRST NATIONAL BANK, a Texas corporation on behalf of said corporation.

FLORA R. FAGAN
Notary Public, State of Texas
My Commission Expires
02-27-2008

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
The Perez Law Firm, P.L.L.C.
7201 N. 10th St., 2nd Floor
McAllen, Texas 78504
Tel: (956) 664-1728
Fax: (956) 664-1748
C:\Client\Esa\FNB\REPO\Saavedra\06-269.SWDV.wpd\s

AFTER RECORDING RETURN TO:
HECTOR J. SAAVEDRA
324 CALLE CUATES
EDINBURG, TEXAS 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11519
Apr. 27, 2012

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

L6306-01-000-0065-00

[1] OWNER: SAAVEDRA, HECTOR J.

3824 APPALOSA ST.
EDINBURG, TX. 78542
Telephone No. 457-9685

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 875 Sq. Ft.

[6] USE OF BUILDING: NEW-RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS NOGALES PH 1 LOT 65

LOCATION: 0 RICHARDSON & KENYON

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,138

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-27' SIDES-6'

Rodolfo Rios — Prepared by — 4-27-12 — Date

Rodolfo Rios — Approved by — 4-27-12 — Date

Hector Saavedra — Signature of Owner or Applicant — 4-27-12 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 0325-D

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4111129
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
			Chards Ram
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		1483
	Date Approved:	/ /	5 12 2 12

Name: Mayra y Felipe Gonzalez

Address: 202 Marissa Ct. edinburg Tx. 78542

Phone: 956-587-1519

Water Supplier: UFWSC

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

Account/ESI No.: 2423440-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Falcon Crest Condos Lot 15

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-19-04);

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

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

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 Chards Ram);

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

Raul C. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

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

Precinct 1 2 3 4

Application No: 11129
X-25

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

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

PARTY MAKING REQUEST:

Name: Mayra y Felipe Gonzalez

Address: 202 Marissa Ct.
edinburg Tx 78542

Phone: 956-587-1519

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

Falcon Crest Gardens Lot 15

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Mayra Gzz.
Requesting Party (Signature)

05/22/2012
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

5-22-12
Date

Raul Caballero
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: June 11, 2008

Grantor: ESMERALDA B. GARZA FAMILY, LTD., a Texas Limited Partnership

Grantor's Mailing Address (including county):

912 Fortress
Edinburg, Texas 78540
Hidalgo County

Grantee: FELIPE A. GONZALEZ and wife, MAYRA A. GONZALEZ

Grantee's Mailing Address (including county):

202 Marissa Court
Edinburg, Texas 78539
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Eighteen Thousand and 00/100 Dollars ($18,000.00) and is executed by Grantee, payable to the order of INTER NATIONAL BANK. The note is secured by a vendor's lien retained in favor of INTER NATIONAL BANK in this deed and by a deed of trust of even date from Grantee to ROBERT J. HYMEL, JR., Trustee.

Property (including any improvements):

All of Lot 15, FALCON'S CREST GARDENS SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 46, Page 92-94, Map Records, in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive covenants dated October 29, 2004, filed November 2, 2004 under Document Number 1399065, Official Records and Volume 46, Pages 92-94, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex handicap, familial status or national origin unless and only to the extent that said covenants (a) is exempt under Chapter 42, Section 3607 of the United States

exceptions to warranty.

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

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

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

ESMERALDA B. GARZA FAMILY, LTD.,
a Texas Limited Partnership, by
its General Partner E.B. GARZA
MANAGEMENT, LLC, a Texas Limited
Liability Company

BY: _____
ESMER B. GARZA, Manager

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 13th day of June, 2008, by ESMER B. GARZA, Manager of E.B. GARZA MANAGEMENT, LLC, a Texas Limited Liability Company, General Partner of ESMERALDA B. GARZA FAMILY LTD., a Texas Limited Partnership, on behalf of said Texas Limited Partnership.

ESPERANZA TREVINO
Notary Public, State of Texas
My Commission Expires
March 06, 2011

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

THE LAW FIRM OF:
McLAREN & ASSOCIATES
5123 N. McColl
McAllen, Texas 78504

PREPARED BY:

THE LAW FIRM OF:
McLAREN & ASSOCIATES
5123 N. McColl
McAllen, Texas 78504
(File 08/4458)

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11129
Nov. 21, 2011

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

F1552-00-000-0015-00

[1] OWNER: GONZALEZ, FELIPE A. & MAYRA

202 MARISSA CRT.
EDINBURG, TX. 78539
Telephone No. 587-1549

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 4,050 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
FALCON'S CREST GARDENS LOT 15

LOCATION: 0 RICHARDSON & ALAMO

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $285,000

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

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 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 DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Luz M. Tijerina	4-10474
2.	Joel Gonzalez	4-11503
	COMM. COURT: May 29, 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
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-10474

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

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:	San	Sewer
Date Approved:	5/18/12	5/18/12

Upon the application of:

Name: Luz M Tijerina

Address: 7713 Bermea St
Edinburg Tx 78542

Phone: 457-53-77

Water Supplier: NAWS

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

Account/ESI No: 10032789417873235

[X] Temporary Pole [ ] Permanent Service

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

Santa Cruz Gardens #2 Lot #6 Blk #2
(0.30 acre tract),

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

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

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

-OR-

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 4-10474

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

Luz Maria Tijerina,

Known to me [*or* proved to me in the oath of TX DL # 25656745 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: (0.30 AC tract) Santa Cruz Gardens UT NO. 2 Lot # 06 Block # 20."

[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."

x Luz M Tijerina (Signature)

SUBSCRIBED AND SWORN TO before me on May 18, 2012 to certify which, witnesses my hand and seal of office.

MARIA D. CERDA
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

WARRANTY DEED

Date: January 21, 2011

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

Grantor's Mailing Address (including county): 8050 Country Road 7-2
Delta, Ohio 43515
Fulton County, Ohio

Grantee: LUZ MARIA TIJERINA

Grantee's Mailing Address (including county): 7836 ~~7906~~ Bermea Street
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten and No/100ths Dollars ($10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

A 0.30 of an acre tract of land out of Lot Six (6), Block Twenty (20), SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 2., Hidalgo County, Texas, as per map or plat thereof recorded in Volume 8, Pages 28 and 29, Map Records, Hidalgo County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point on the West boundary of Lot 6 for the Southwest corner of this tract, said point being East 30.0 feet and 96.0 feet Northerly of the Southwest corner of said Lot 6;

THENCE, Northerly with the West line of said Lot 6 a distance of 96.0 feet to a point for the Northwest corner of this tract;

THENCE, Easterly and parallel to the South line of said Lot 6 a distance of 135.0 feet to a point for the Northeast corner of this tract;

THENCE, Southerly and parallel to the West line of said Lot 6 a distance of 96.0 feet to a point for the Southeast corner of this tract;

THENCE, Westerly and parallel to the South line of said Lot 6 a distance of 135.0 feet to the

point of BEGINNING and containing 0.30 of an acre of land, more or less;

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in VOLUME 1627, PAGE 570, DEED RECORDS, HIDALGO COUNTY, TEXAS.

Reservation of all oil, gas and other minerals, except as to a stated 1/8th of 1/8th non-participating royalty interest, as set forth in instrument dated March 12, 1946, recorded in Volume 597, Page 57, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas, and Mineral Leases dated March 15, 1944, recorded in Volume 54, Page 93, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement and/or other rights, if any, as set forth in Deed dated April 13, 1979, recorded in Volume 1627, Page 570, Deed Records, Hidalgo County, Texas.

Water Service Agreement dated March 6, 1980, between North Alamo Water Supply Corporation and Citrus City Lake Development, recorded in Volume 1666, Page 291, Deed Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of Santa Cruz Irrigation District No. 15.

Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.

Subject to any portion of subject property described herein lying within canal right of way.

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

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

Taxes for the year 2011 and subsequent years.

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.

LETHISA CUELLAR KORTE

State of Ohio
County of Fulton

(Acknowledgment)

This instrument was acknowledged before me on the 31st of January, 2011, by LETHISA CUELLAR KORTE.

NOTARIAL SEAL
STATE OF OHIO

Rita A. Holden
Notary Public, State of Ohio
My comm. expires
Sept. 11, 2013

Notary Public, State of Ohio

AFTER RECORDING RETURN TO:
LUZ MARIA TIJERINA
7906 Bermea Street
Edinburg, Texas 78539

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 766989; VC:bc

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10474
Apr. 8, 2011

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

S6875-00-000-0014-00

[1] OWNER: TIJERINA, LUZ MARIA

7036 BERMEA ST.
EDINBURG, TX. 78539
Telephone No. 457-5377

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,440 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL AE- 01

[7] LEGAL DESC./NAME OF SUBDIVISION
SUMMERWOOD LOT 14

LOCATION: 0 INGLE & DOOLITTLE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 15' SIDES 6' BFE 85.50

Prepared by — Date: 4-8-11

Approved by — Date: 4/8/11

Signature of Owner or Applicant — Date: 4/8/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

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

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956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-11503

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

Upon the application of: Gonzalez Colonia

Name: Joel Gonzalez

Address: 1404 E. Monte Cristo
Edinburg, Tx. 78542.

Phone: 292-0977.

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		1494
Date Approved:	/ /	5 / 17 / 12

Water Supplier: UAMOSC.

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

Account/ESI No.: ~~OFF~~ 263 991-001

[ ] Temporary Pole [ ] Permanent Service

Mobile Home.

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

TEX-MEX Subdiv. Blk. 253 Lot 2
Valverde & Mile 17 1/2. (.987 acres).

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

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

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

-OR-

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

Raul E. Sesin

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

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

Precinct 1 2 3 (4)

Application No: 4-11503

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 Gloria Elia Gonzalez, TXDL # 14157260 **Known to me [*or* proved to me in the oath of** DL#13905146. ***or* through** _____ **(*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:**

1. **"I am requesting utility service to the following described land:** (.987 acres) Tex-Mex Subdiv. Blk. 253 Lot 2 **."**

[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."

Joel Gonzalez Gloria E. Gonzalez **(Signature)**

SUBSCRIBED AND SWORN TO before me on May 17, **20**12**, to certify which, witnesses my hand and seal of office.**

Flor I. Castillo
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

FLOR IDALIA CASTILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

This Document Was Prepared by:
Lloyd Anthony
1114 N. Val Verde Rd.
Edinburg, Texas 78542
After Recording Please Return to:
Lloyd Anthony
1114 N. Val Verde Rd.
Edinburg, Texas 78542

WARRANTY DEED

WARRANTY DEED, made this 15th day of June, 20 10 by and between

[GRANTOR] Lloyd Anthony of the City of

Edinburg, Texas and County of Hidalgo ("grantor"), and

[GRANTEE] Joel Gonzalez ("grantee"), whose mailing address is

14014 East Monte Cristo Road Edinburg, Texas 78541.

THE GRANTOR, for and in consideration of the sum of Ten Dollars and No Hundreds DOLLARS ($ 10.00), the receipt and sufficiency of which is hereby acknowledged and received, and for other good and valuable consideration, does hereby grant, bargain, sell and convey unto the grantee his/her heirs and assigns, the following described premises located in the County of Hidalgo, State of Texas, described as follows (enter legal description):

[LEGAL DESCRIPTION] .987 acres of land out of Lot Two (2), Section Two Hundred Fifty-Three (253), of the Texas-Mexican Railway Company Survey of lands in Hidalgo County, Texas, according to the map thereof recorded in the Office of the County Clerk of Hidalgo County, Texas, being more particularly described by metes and bounds as follows, to wit:

BEGINNING at the Northwest corner of said Lot 2, for the point of beginning; THENCE; along the North line of said Lot 2, a distance of 215 feet to a point for the Northeast corner hereof; THENCE South parallel to the West boundary line of said Lot 2, a distance of 200 feet to a point for the Southeast corner hereof; THENCE West parallel to the North boundary line of said Lot 2, a distance of 215 feet to a point on the West boundary of said Lot 2 for the Southwest corner thereof; THENCH; North along the West boundary line of said Lot 2, a distance of 200 feet to the point of beginning, and containing .987 acres of land, more or less. Grantors assume all prior reservations of oil, gas, and other minerals.

Also known as street and number FM 1423 (Val Verde Rd.) and Mile 17 1/2

Tax Parcel ID# 572986

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee his/her heirs and assigns forever. Grantors covenant with the Grantee that the Grantors are now seized in fee simple absolute of said premises; that the Grantors have full power to convey same; that the same is free from all encumbrances excepting those set forth above; that the Grantee shall enjoy the same without any lawful disturbance; that the Grantors will, on demand, execute and deliver to the Grantee, at the expense of the Grantors, any further assurance of the same that may be reasonably required, and, with the exceptions set forth above, that the Grantors warrant to the Grantee and will defend for him/her all the said premises against every person lawfully claiming all or any interest in same, subject to real property taxes accrued by not yet due and payable and any other covenants, conditions, easements, rights of way, laws and restrictions of record.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Grantor

Grantor

Witness (if required)

Witness (if required)

STATE OF) Texas
COUNTY OF) ss: Hidalgo

The foregoing instrument was acknowledged before me, Juan J. Garza, a notary public in and for the state of Texas by

on the 16th day of June, 2010.

Witness my hand and official seal

NOTARY PUBLIC

My commission expires 10-12-13

[NOTARY SEAL]

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11503
Apr. 23, 2012

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

T2100-00-253-0002-05

[1] OWNER: GONZALEZ, JOEL

14014 E. MONTECRISTO
EDINBURG, TX 78542
Telephone No. 292-0977

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 960 Sq. Ft.

[6] USE OF BUILDING: RES AH44

[7] LEGAL DESC./NAME OF SUBDIVISION
TEX-MEX SURVEY W430'-N200' LOT
BLK 253 1.97AC GR 1.68AC NET
2/07/12NAW/E

LOCATION: 0 VALVERDE & 17 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $6,200

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 50' REAR 15' S SIDE 6' N SIDE10'
FINISH FLOOR B.F.E 73.00

Prepared by — Date

EFRAIN CEBALLOS — Approved by — 4-19-12 Date

Signature of Owner or Applicant — 4-23-12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

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.

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	MARIA LOPEZ ENRIQUEZ	3-12486
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: MAY 29, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 3-12486
5/9/12

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

Upon the application of: Maria Lopez Enriquez

c/o Name: Maria Piña

Address: 5405 Siesta Dr

Mission, TX 78574

Phone: 519-2047

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		3300
Date Approved:	/ /	5/18/12

Water Supplier: Agua SUD

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

Account/ESI No.: 100327894 -

[ ] Temporary Pole [✓] Permanent Service

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

Citrus Lake Estates Lot 51

,

[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 5/8/12
Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 312486
5/9/12

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Maria Lopez Enriquez,

Known to me [*or* proved to me in the oath of TXDL#01160878 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Citrus Lake Estates Lot 51."

[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."

X Maria Lopez Enriquez (Signature)

SUBSCRIBED AND SWORN TO before me on May 14, 2012, to certify which, witnesses my hand and seal of office.

CARMEN V. DELEON
MY COMMISSION EXPIRES
February 21, 2016

C

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
3-12486
May. 9, 2012

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

C4968-00-000-0051-00

[1] OWNER: ENRIQUEZ, MARIA LOPEZ
C/O MARIA PINA
5405 SIESTA DR
MISSION TX 78574
Telephone No. 519-2047

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

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

[5] SIZE OF STRUCTURE: 896 Sq. Ft.

[6] USE OF BUILDING: RES MH ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
CITRUS LAKE ESTATES LOT 51
X-44

LOCATION: 4013 DOFFING RD & 6 ML

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 10' SIDE 6' CORNERSIDE 15' REAR 15'
18 INCHES ABOVE TOP OF CURB.

Sandra Cantu — Prepared by — 5/9/12 — Date

H. Garza — Approved by — 5/4/12 — Date

Signature of Owner or Applicant — 05-09-2012 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0290 D
Panel No. /Suffix:_____ 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]

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

2293879

Recording requested by: _____

When recorded, mail to:

Name: Maria Lopez Enriquez

Address: 2404 Cuesta Del Sol

City/State/Zip: Mission, Tx 78572

Property Tax Parcel/Account Number:

Space above reserved for use by Recorder's Office

Document prepared by:

Name Citrus Lake Estates Property Owners Asso, Inc

Address 5103 Fiesta Dr

City/State/Zip Mission, Tx 78574

Warranty Deed

This Warranty Deed is made on 3-24-12, between Citrus Lake Estates Property Owners Asso. Inc. Grantor, of Lot 51 Citrus Lake Estates Hidalgo Co Tx, City of Mission, State of Tx 78574, and Maria Lopez Enriquez Grantee, of 2404 Cuesta Del Sol Mission, City of _____, State of Tx.

For valuable consideration, the Grantor hereby sells, grants, and conveys the following described real estate, in fee simple, to the Grantee to have and hold forever, along with all easements, rights, and buildings belonging to the described property, located at Lot 51 @ Citrus Lake Estates Property Owners Asso, Inc., City of Mission, State of Tx 78574:

The Grantor warrants that it is lawful owner and has full right to convey the property, and that the property is free from all claims, liabilities, or indebtedness, and that the Grantor and its successors will warrant and defend title to the Grantee against the lawful claims of all persons. Taxes for the tax year of 2011 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Citrus Lake Estates Property Owners, Asso., Inc.

Maria Garza

Maria Garza, V. Pres

Carolyn Holland

Carolyn Holland, Sec.

Donna Main

Donna Main, Treas.

Dated: 3-27-12

Signature of Grantor

Rosalinda Pina

Name of Grantor Rosalinda Pina, Pres

Mary E Eckley

Signature of Witness #1

Mary Eckley

Printed Name of Witness #1

Signature of Witness #2

Marissa Garza

Printed Name of Witness #2

State of TX County of Hidalgo

On 3-27-12, the Grantor, All of above,

personally came before me and, being duly sworn, did state and prove that he/she is the person described in the above document and that he/she signed the above document in my presence.

Israel Quezada

Notary Signature

Notary Public,

In and for the County of Hidalgo State of Texas

My commission expires: 08/20/13 Seal

Send all tax statements to Grantee.

ISRAEL QUEZADA
Notary Public, State of Texas
My Commission Expires
August 20, 2013

AI-32346 **6. A.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

The North Alamo Water Supply Corporation:
1. Approximately 2990' north of mile 11N on the west and east side of mile 2W- Bore- Los Comanches Sub; 8" waterline w/ 16" PVC casing.
2. Approximately 500' west of Tower Rd on the north side of mile 17N (aka Chapin Rd)- Dual Bore- Jose N. Deleon;
3/4" service connections

BACKGROUND

Attachments

nawsc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/16/2012 02:53 PM
Olga Garza	Olga Garza	05/18/2012 11:08 AM
Auditor's Office	Arcilia Duran	05/24/2012 01:34 PM

Form Started By: Rebecca Gomez Started On: 05/15/2012 08:44 AM

Final Approval Date: 05/24/2012

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 29th 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 8 inch water/ gas/ sewer/ irrigation line; said line to be constructed of _ material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Approximately 2990' north of mile 11N on the west and east side of mile 2W- Bore- Los Comanches Sub; 8" waterline w/16" PVC casing

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 29th 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. Approximately 500' west of Tower Rd on the north side of mile 17N (aka Chapin Rd)- Dual Bore- Jose N. Deleon- ¾" service connections

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-32536 **7. A.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #153206

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/24/2012 08:01 AM
Auditor's Office	Arcilia Duran	05/24/2012 01:28 PM

Form Started By: Monica Badillo Started On: 05/23/2012 05:11 PM

Final Approval Date: 05/24/2012

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name Hidalgo County 987-60000 451 Plan

Participant N [redacted] eras Employee # 153306

Address 13 [redacted] City Pha [redacted] 17

Social Securi [redacted] **Daytime Phone N** [redacted]

SECTION I –

I understand tha o be due to financial hard unt of the withdrawal e and heavy financial ne ed all distributions, oth cial hardship, and all othe ble to me under the Plan, as well as all other plans maintained by the Company. ill be taxable as ordinary income in the calendar year in which I receive it. **In addi less I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deducible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
(✓) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 800.00 Year-to-date deferrals 0

Total amount deferred since you initially joined the plan $ 0

Have you ever taken a hardship before? NO If so what was the amount taken $ N/A

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [signature] Date 5/23/11

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- ***S&A*** will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

AI-32316 **8. A.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: 139TH DISTRICT COURT

Information

CAPTION

139th District Court:
Requesting approval to pay License Court Interpreter Fees to the Texas Department of Licensing and Regulation in the amount of $50.00 for Atanacio J.R. Gaitan, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-003-001-0-810

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

BUDGETARY IMPACT:
REQ. #215950

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/11/2012 01:15 PM
Ana Galvan	Ana Galvan	05/14/2012 09:23 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:02 PM

Form Started By: Angela Garcia Started On: 05/11/2012 11:04 AM

Final Approval Date: 05/25/2012

DO NOT WRITE IN THE FEE AREA IMMEDIATELY BELOW			
FEE	RECEIPT NUMBER	PMT. AMOUNT	MONEY TYPE
Renewal Fee			
DO NOT WRITE IN THE FEE AREA IMMEDIATELY ABOVE			

Licensed Court Interpreter

Renewal

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157 - Austin, Texas 78711-2157
(800) 803-9202 - (512) 463-6599

ATANACIO J R GAITAN
139TH DISTRICT COURT
100 N CLOSNER BLVD
EDINBURG TX 78539-3523

TDLR IDNO: 10052997

License# 337

Your Court Interpreter license will expire on JULY 06 2012. To renew this license you must return this completed renewal application with the appropriate fee as described below.

POSTMARK DATE	REQUIRED FEE
On or before JULY 06 2012	$50.00
After JULY 06 2012 but before OCTOBER 05 2012	$75.00
After OCTOBER 05 2012 but before JANUARY 06 2014	$100.00

On or after JANUARY 06 2014 you will not be able to renew this license and must file an original applic and meet all of the requirements for a new license (including examination) to regain your license.

Agency records reflect the information below. Please correct this information as appropriate.

BUSINESS LOCATION ADDRESS	MAILING ADDRESS
139TH DISTRICT COURT 100 NORTH CLOSNER EDINBURG TX 78539	139TH DISTRICT COURT 100 N CLOSNER BLVD EDINBURG TX 78539-3523
Daytime Telephone: (956) 318 - 2260	Email: jrgbuck@sbcglobal.net

Agency rules require that you provide the following information in conjunction with your renewal.

Have you been convicted of, or plead guilty or nolo contendere (no contest) to any misdemeanor or felony, other than a minor traffic violation that you have not previously reported to the Department? YES (NO) (circle one)

If you answered yes, provide copies of all indictments, informations, judgments, orders and charges, and a detailed explanation of the events.

8 HOURS OF CONTINUING EDUCATION IS REQUIRED TO RENEW THIS LICENSE.

Approved By:

INVOICE RECEIVED BY: _____ on _____

GOODS/SERVICES RECEIVED BY: _____ on _____

BY SUBMITTING THIS APPLICATION YOU CERTIFY ALL INFORMATION SUBMITTED ON THIS AND ATTACHED FORMS IS TRUE AND ACCURATE.

NOTE: State law prohibits renewing a license more than once after a licensee has defaulted on a student loan guaranteed by the **Texas Guaranteed Student Loan Corporation (TGSLC)** unless the licensee has entered into a repayment agreement with TGSLC. YOU SHOULD CONTACT TGSLC BEFORE FILING THIS APPLICATION if you have defaulted on a student loan. The Texas Guaranteed Student Loan Corporation can be contacted at: **Texas Guaranteed Student Loan Corporation, P.O. Box 15996, Austin, Texas 78761-5996, Telephone: (800) 222-6297.**

THE AREA BELOW THIS LINE IS FOR DEPARTMENT USE ONLY

PAGE 03/05
139TH
9563837608
05/09/2012 02:44

Integrity Translation
Certificate of Fulfillment

ATANACIO GAITAN JR.

This is to certify that the person named above has successfully fulfilled the required eight (8) hour course approved by the Texas Department of Licensing and Regulation for the purpose of license renewal as a court interpreter for the Texas State Courts and (4) hours approved as credits towards requirements for certified interpreters for the State of New Mexico on this 11th day of November of the year 2011, in San Antonio, Texas.

Johnnie L. Benningfield II

Richard P. Perales

The instructional program represented by this certificate was provided in accordance with the criteria and standards of the Texas Department of Licensing and Regulation for continuing education providers.
Provider Number: 1452 Course Number: 6577

STATE OF TEXAS
ATANACIO J R GAITAN

LICENSED COURT INTERPRETER

MASTER SPANISH

LICENSE NUMBER 337
EXPIRES 07/06/2012

TEXAS DEPARTMENT OF LICENSING AND REGULATION

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, ATANACIO "J.R." GAITAN, do hereby state that my membership in the TEXAS DEPARTMENT OF LICENSING AND REGULATION (COURT INTERPRETER) on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Atanacio Gaitan JR. DATE: 5-9-12

TITLE: Bailiff / Interpreter

Before me Elizabeth Banda, a Notary Public, appeared Atanacio Gaitan Jr. and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NOTARY PUBLIC
STATE OF TEXAS
ELIZABETH BANDA
My Commission Expires
March 03, 2016

(S E A L)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

AI-32339 **8. B.**

CC CONSENT

Meeting Date: 05/29/2012

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

Department: COUNTY COURT #3 (PROBATE)

Information

CAPTION

Probate Court:
Requesting approval to pay License Court Interpreter Fees to the Texas Department of Licensing and Regulation in the amount of $50.00 for Oscar DeLaCruz, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:
Funds available in P.O. #673809

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/14/2012 03:07 PM
Veronica Ortiz	Veronica Ortiz	05/18/2012 02:27 PM
Auditor's Office	Arcilia Duran	05/25/2012 12:02 PM

Form Started By: Angela Garcia Started On: 05/14/2012 02:52 PM

Final Approval Date: 05/25/2012

Purchase Order

COUNTY OF HIDALGO

PO#: 673809

DATE: 04/16/12

VENDOR: 268461 REQ:00214433
FAX (512)475-2871 Email:
Phone: (800)803-9202
TEXAS DEPARTMENT OF LICENSING & REGULATI
PO BOX 12157
AUSTIN TX 78711-2157
Vendor Acct:

BUYER:
SHIP TO: COUNTY COURT AT LAW #3
100 N. CLOSNER, 3RD FL
EDINBURG TX 78539
CONTACT:
SITE: PROBATE COURT
Special Instructions:
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	OM LICENSED COURT INTERPRETER RENEWAL (LICENSE # 295) TDLR ID NO. 10052955 FOR OSCAR DE LA CRUZ	50.00	50.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		50.00
		********** For Hidalgo County use only		
		2-1100-412-00-023-001-0-811	50.00	
		Approved		
		----------		

2 MAY 11 PM 3 58

HIDALGO
BUDGET O

Authorized by: Martha L. Salazar

DO NOT WRITE IN THE FEE AREA IMMEDIATELY BELOW			
FEE	RECEIPT NUMBER	PMT. AMOUNT	MONEY TYPE
Renewal Fee			
DO NOT WRITE IN THE FEE AREA IMMEDIATELY ABOVE			

Licensed Court Interpreter

Renewal

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157 - Austin, Texas 78711-2157
(800) 803-9202 - (512) 463-6599

OSCAR DE LA CRUZ
HIDALGO COUNTY PROBATE COURT
100 N CLOSNER BLVD FL 3
EDINBURG TX 78539-3523

TDLR IDNO: 10052955

License# 295

Your Court Interpreter license will expire on JUNE 07 2012. To renew this license you must return this completed renewal application with the appropriate fee as described below.

POSTMARK DATE	REQUIRED FEE
On or before JUNE 07 2012	$50.00
After JUNE 07 2012 but before SEPTEMBER 06 2012	$75.00
After SEPTEMBER 06 2012 but before DECEMBER 08 2013	$100.00

On or after DECEMBER 08 2013 you will not be able to renew this license and must file an original appli and meet all of the requirements for a new license (including examination) to regain your license.

Agency records reflect the information below. Please correct this information as appropriate.

BUSINESS LOCATION ADDRESS	MAILING ADDRESS
HIDALGO COUNTY PROBATE COURT 100 N CLOSNER BLVD FL 3 EDINBURG TX 78539-3523	HIDALGO COUNTY PROBATE COURT 100 N CLOSNER BLVD FL 3 EDINBURG TX 78539-3523
Daytime Telephone: (956) 318 - 2385	Email: oscardelacruz65@yahoo.com

HIDALGO C... BUDGET O... MAY 11 PM ...

Agency rules require that you provide the following information in conjunction with your renewal.

Have you been convicted of, or plead guilty or nolo contendere (no contest) to any misdemeanor or felony, other than a minor traffic violation that you have not previously reported to the Department? YES (NO) (circle one)

If you answered yes, provide copies of all indictments, informations, judgments, orders and charges, and a detailed explanation of the events.

8 HOURS OF CONTINUING EDUCATION IS REQUIRED TO RENEW THIS LICENSE.

BY SUBMITTING THIS APPLICATION YOU CERTIFY ALL INFORMATION SUBMITTED ON THIS AND ATTACHED FORMS IS TRUE AND ACCURATE.

NOTE: State law prohibits renewing a license more than once after a licensee has defaulted on a student loan guaranteed by the **Texas Guaranteed Student Loan Corporation (TGSLC)** unless the licensee has entered into a repayment agreement with TGSLC. YOU SHOULD CONTACT TGSLC BEFORE FILING THIS APPLICATION if you have defaulted on a student loan. The Texas Guaranteed Student Loan Corporation can be contacted at: **Texas Guaranteed Student Loan Corporation, P.O. Box 15996, Austin, Texas 78761-5996, Telephone: (800) 222-6297.**

THE AREA BELOW THIS LINE IS FOR DEPARTMENT USE ONLY

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, OSCAR DE LA CRUZ, do hereby state that my membership in the TEXAS DEPARTMENT OF LICENSING and REGULATION, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: MAY 11, 2012

TITLE: BAILIFF / INTERPRETER

HIDALGO CO. BUDGET OFFICE
12 MAY 11 PM 3:55

Before me LYDIA BARRIENTES, a Notary Public, appeared OSCAR DE LA CRUZ, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

LYDIA BARRIENTES
MY COMMISSION EXPIRES
July 1, 2013

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

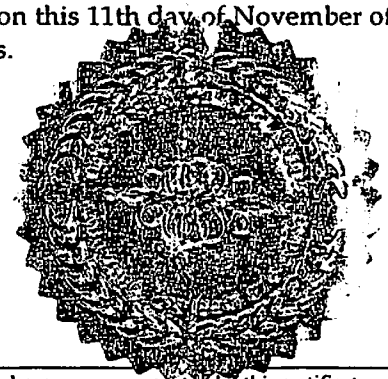
AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

Integrity Translation
Certificate of Fulfillment

OSCAR DE LA CRUZ

This is to certify that the person named above has successfully fulfilled the required eight (8) hour course approved by the Texas Department of Licensing and Regulation for the purpose of license renewal as a court interpreter for the Texas State Courts and (4) hours approved as credits towards requirements for certified interpreters for the State of New Mexico on this 11th day of November of the year 2011, in San Antonio, Texas.



Johnnie L. Benningfield II

Richard P. Perales

The instructional program represented by this certificate was provided in accordance with the criteria and standards of the Texas Department of Licensing and Regulation for continuing education providers.
Provider Number: 1452 Course Number: 6577

BUDGET
12 MAY 11 PM 3 39

TEXAS DEPARTMENT OF LICENSING AND REGULATION
E. O. Thompson Building
920 Colorado
PO Box 12088
Austin,TX 78711

Inter-Agency Request for Payment **Licensed Court Interpreter**

Invoice Number: LCI100003
Invoice Date: 4/23/2012

Payee ID: 34624624626 000
RTI: 001753
RTI:

Receiving Agency:
TDLR (Agy 462)
PO Box 12088
Austin, TX 78711

Contact Name: Shera Nelson
Phone: 512-936-7445
Fax: 512 475-2854

Paying Agency:
Agency Name: County of Hidalgo
County Court at Law #3
Address1: 100 N Closner 3rd Floor
Address2:
City, ST Zip: Edinburg TX 78539

ATTN: Martha Salazar

Description of Services:				Amount
P.O. #:	673809	RTI 001753	$	50.00
LCI RENEWAL			$	-
		Total Amt.	$	50.00

Ship To:
Name: Oscar De La Cruz
Case ID #:
Address: 100 N Closner Blvd Fl 3
City,State,Zip: Edinburg TX 78539
Telephone number: 956-318-3523
LIC NUMBER (if applicable): 295

HIDALGO COUNTY BUDGET OFFICE
2012 MAY 11 PM 3 59

AI-32402 **9. A.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted For: Angie Ramos Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the Countywide area under the CDBG Disaster Recovery Program.

BACKGROUND

APPLICANT	CASENUMBER	CITY	FUNDING	LOCATION OF PROPERTY
Melinda & Noe MartinezDeferred LoanReconstruction	CW 85-09-13	Weslaco Pct #1	CDBG 2009	West Tr E310'-N220'-S550' Exc E220'-S200' Ft 473 0.55AC GR 0.53AC

Attachments

contract

Synopsis Melinda Martinez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:24 AM
Auditor's Office	Arcilia Duran	05/24/2012 01:35 PM

Form Started By: Mary Flores Started On: 05/16/2012 02:46 PM

Final Approval Date: 05/24/2012

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

DISASTER RECOVERY PROGRAM
CONSTRUCTION CONTRACT

(Note: This Contract must be executed and acknowledge by all parties before contractor is notified to proceed.)

THIS AGREEMENT made and entered on _____ by and between _____, hereinafter called the "Contractor" and, **Melinda & Noe Martinez,** hereinafter called the "Owner" covering improvements to be constructed on the following described property located in Hidalgo County, Texas:

Legal description: West Tract E310'-N220'-S550' EXC E220'-S200' FT 473 0.55 AC GR 0.53 AC NET

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. The Contractor shall:

(1) Furnish all labor, materials, supervision and services necessary to do the work specified in attached plans and specifications and made a part thereof, for the total sum of $_____.

(2) Begin the work to be performed upon receipt of written Notice to Proceed, after which the Contractor shall complete said work within 10 calendar days thereafter.

(3) Comply with the Southern Building Code, Section 8 Housing Quality Standards, and with all regulations, ordinances, and laws of the City of Mission, the State of Texas, and the Federal Government, and promptly secure all necessary inspections of all work by authorized inspectors.

(4) Carry Comprehensive General Liability and Worker's Compensation Insurance both in accordance with the Laws of the State of Texas and the City of Mission for all persons engaged in work at the site.

(5) Furnish as specified in the Special Instructions and Conditions, Certificates of Insurance showing that he has complied with the provisions of subparagraph (4) above.

(6) Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(7) Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Contractor should be responsible for the disposal of all debris in a certified landfill. Absolutely no materials will be salvaged.

(8) Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract.

(9) Provide a competent supervisor to be on the job site at all times during the progress of this work.

(10) Cause all work to be done in a good and workmanlike manner in accordance with good trade practices in the community, using materials specified.

(11) Provide licensed and bonded subcontractors for services which will not be provided by the Contractor, such as plumbing, electrical, etc., unless Contractor or his employees are licensed and bonded to provide such services.

(12) Not assign the mechanic's lien note, unsecured promissory note, and or contract to anyone other than the County of Hidalgo, Texas.

(13) Display good conduct at all times.

(14) Furnish the Owner, in care of the County of Hidalgo with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

II. The Owner:

1. Shall not permit or make any changes or additions to the plans and specifications without written approval of the County of Hidalgo.

2. Shall permit the Contractor to use at no cost existing utilities such as light, heat, power, water, and local telephone calls, necessary for carrying out and completing the work.

3. Shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering, and furnishings as necessary.

4. Acknowledges that the County of Hidalgo will provide the necessary funds for the contractor to demolish the specified areas and remove the debris.

III. Method of Compensation:

The Contractor shall be paid according to the following schedule within fourteen (14) working days after said completion in accordance with County of Hidalgo, Urban County Program Finance Department's Accounts Payable schedule, as discussed during pre-construction conference, as follows:

1. 40% of contract upon 50% completion of work.

2. 90% of contract upon 100% completion of work

3. The balance of 10% of contract not less than 30 days **after** completion of work provided all amounts due to subcontractors and suppliers are paid in full.

Prior to the second payment of 90% of contract payment the Contractor shall deliver a sworn statement to the effect he has paid all laborers, subcontractors, and material suppliers involved in fulfilling the contract and obtain a Waiver of Lien from them.

IV. General Provisions:

1. This Contract embodies all of the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or insure to the benefit of any of the parties.

2. The Contractor agrees to perform the work required by this Contract and the Owner agrees that neither he nor the members of his family, his tenants, agents, and employees will hinder the Contractor in his work.

3. The County of Hidalgo, or its designee, is allowed to examine and inspect the reconstruction/rehabilitated work.

4. The Contractor shall be charged with the here after described liquidated damages for any delays in the completion of the work due. Delays due to the following shall not be chargeable:

    1. To any acts of the Government, including controls or restrictions relating to the availability of materials, equipment, tools, or labor by reason of war, National Defense, or by any other national emergency.

    2. To any acts of the Owner;

    3. To causes not reasonably foreseeable by the parties to this contract and which are beyond the control and without fault or negligence of the contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

Provided, however, that the Contractor shall promptly, within three (3) days, notify the Owner, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the Owner shall extend the Contract time for the period of the excusable delay.

5. If Contractor fails, except as herein before provided, to complete the work within the time specified by the Contract, he shall pay the Count, not as a penalty but as liquidated damages, the amount of $100.00 per day if such delay is caused by any reason other than those specified in IV above.

6. If for any reason other than those specified in IV above, the Contractor at any time fails for a period of seven (7) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to prosecute the work properly, the Owner with the consent of the County of Hidalgo, Texas, at his election, may unilaterally terminate this Contract.

7. The parties further state that to the best of their knowledge no member of the County of Hidalgo Commissioner's Court, and no other officer, employee, or agent of said County who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal interest, direct or indirect, in this Contract.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

_____	_____
Contractor	Melinda Martinez
_____	_____
Name	Noe Martinez
_____	_____
Address	Address
_____	_____
Telephone	Telephone

County of Hidalgo Urban County Program
Subrecipient

_____
Director

1916 Tesoro Blvd Pharr Tx 78577
Address

(956) 787-8127
Telephone

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared County Of Hidalgo Urban County Program**,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of _____, 2011.

_____
Notary Public In and For
the State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Owner) **Melinda Martinez,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of _____, 2011
.

_____
Notary Public In and For
the State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Owner) **Noe Martinez,** known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of _____ , 2011
.

_____
Notary Public In and For
the State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (Contractor) **_____,** Known to me to be the person whose name (is, are) subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this day of _____ , 2012

_____
Notary Public In and For
the State of Texas

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the Disaster Recovery Program

FUNDING YEAR: CDBG Disaster Recovery Program 2009

SYNOPSIS:

The family is being recommended for applicant approval under the Disaster Recovery Program. The applicant has met all of the program requirements for assistance under the CDBG Disaster Recovery Program. The following is a profile of the project

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Melinda & Noe Martinez Deferred Loan Reconstruction	CW 85-09-13 E320'-S200' GR.53 AC	Weslaco Pct. #1	CDBG 2009	West Tract E310'-N220' -S550'Exc Ft 473 0.55AC

Melinda & Noe Martinez

Family of four (4)

Applicant's ages are 43, 45, 23, 17

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:

N/A

Pay Back:	No – Deferred Loan
Number of Bedrooms:	3
Square Feet:	1128
Total annual household income:	$ 21,600.00
HUD Income Limits (family of 4):	$ 39,450.00

Existing Dwelling: 3 bedrooms frame home, built in 1986.

RECOMMENDATION:

The Disaster Recovery Program Staff recommends approval for assistance under the Disaster Recovery Program by the County Commissioner's Court.

AI-32456 **10. A.**

CC CONSENT

Meeting Date: 05/29/2012

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 $46,920.38 for the period of 05/01-15/2012 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Organization

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/21/2012 11:13 AM
Olga Garza	Olga Garza	05/25/2012 09:03 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:04 PM

Form Started By: Flora Vazquez Started On: 05/21/2012 10:36 AM

Final Approval Date: 05/25/2012

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

May 16, 2012

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 89297

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 5/1-5/15/12 (Check#510317-510477) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	46,920.38
TOTAL CURRENT CHARGES	$ 46,920.38
Previous Balance Due	$ 54,254.30
Total Balance Due	$101,174.68

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 5/1-5/15/12

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	101				9,989.99
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	218				36,930.39
					Grand Total:	319				46,920.38

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: May 1-15, 2012 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 46,920.38 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 05/01-15/2012

(Check# 510317-510477)

1). Hidalgo County	$ 36,930.39	
2). Hidalgo County Headstart Program	$ 9,989.99	
3). Community Service Agency		
4). Drainage District #1	$ -	$ 46,920.38

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 29, 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) $ 103,079.62

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.

Ilda Vargas
Employee Benefits Director — Date 5/21/2012

Budget Officer — Date 5/21/2012

Commissioner's Court Approval — Date

AI-32422 **11. A.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

FACILITIES MANAGEMENT:
Authorization to deactivate wireless device service and change name/number on wireless device through the County's memberhsip/participation with Contract: DIR-SDD-604 with awarded vendor Verizon Wireless for the following:

Description:	Equipment:	Employee Name:	Employee ID:	MDN:
Deactivate	MIFI 2200 (data card)	Richard Sunday	175781	956-587-1610
Transfering to Richard Sunday	MIFI 2200 (data card)	Seferino Garza	144584	956-929-0433
Name and Number Change	MIFI 2200 (data card)	Richard Sunday	175781	New MDN

BACKGROUND

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	05/17/2012 08:21 AM
Olga Garza	Olga Garza	05/18/2012 11:47 AM
Auditor's Office	Monica Badillo	05/25/2012 02:41 PM

Form Started By: Griselda Salazar Started On: 05/16/2012 04:18 PM

Final Approval Date: 05/25/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☑ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Richard Sunday Employee ID# 175781 Signature [signature]

Department: Facilities Mgmt Dept#: 220

Quantity: 1 956-587-1610

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] Valde Guerra 5/16/12

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 5/16/12

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 956-587-1610

Commissioner's Court Action: **Commissioner's Court Date:** 5/29/12

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
□ Office Use *or* □ Individual	~~□ Data~~ Card	□ Cellular Telephone $50/mo
~~□ Name~~ Change	□ Blackberry	□ Data Pad $25/mo
□ Equipment Change	□ Other:	
□ Plan Change		
□ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: SOFELINO GARZA Employee ID# 44584 Signature: Sofelino Garza

Department: Facilities Mgmt Dept#: 220

Quantity: 1 956-929-0433

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ **Requisition Number:** _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Valde Guerra	5/16/12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	5/16/12

(4) IT DEPARTMENT ONLY:

Service Type Codes: Transfer data card to Richard Surday and issue new MDN.

Commissioner's Court Action: **Commissioner's Court Date:** 5/29/12

□ **Approved Date:** _____ □ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-32470 **12. A.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment to Alpha Building Corp(awarded JOC through HCDE-Choice Facility Partners Contract#10/030JC) in the amount of $ 4,815.00 for additional work performed for "Relocation and Renovation to the WIC Clinic in Progresso Tx " as previously approved by CC on 9/27/11 (AI-28769/PO#664250) at a project total of $26,094.20 which will be increased through (PO#670976) in the amount of $4,815.00 for a combined total of $30,909.20.

38ft Extenstion of handrails	$1,714.14
35ft Construction of Ramp (at rear exit door of clinic)	$3,100.86
Total:	**$4,815.00**

BACKGROUND

Project has been completed and is a continuation of the Relocation and renovations to the Progreso Clinic as approved by CC on 09/27/2011 AI #28769.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-001-2-452

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

BUDGETARY IMPACT:

Please refer to PO #670976 in the amount of $4,815.00 for Alpha Building Corporation.

Attachments

11-098

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:52 PM
Budget & Management	Merlen P. Munoz	05/24/2012 01:04 PM
Erika Zamora	Erika Zamora	05/25/2012 09:59 AM
Auditor's Office	Arcilia Duran	05/25/2012 12:22 PM

Form Started By: Oscar Garza Started On: 05/21/2012 04:39 PM

Final Approval Date: 05/25/2012

Final Estimate

Gus Grajales
Alpha Building Corporation
RFP# 10/030JC - HCDE Statewide
Hidalgo Progresso Wic Relocation - 01110801
Fred Lozano

Estimator: Gus Grajales

Hidalgo County WIC Change Order 02 Extend Existing Handrails

Project Scope: RFP 2011-098-08-25-OGG Relocate Hidlalgo County Wic Clinic portable bldg at Progresso TX includes elect, concrete, arch finishes plmbg
Estimate Scope: Change order is for as follows addition concrete sidewalk was poured to create walk way from parking lot to Wic Building.

Additional handrailing due to the elevation of building which was not inluded in original price.

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals	$2,293.00	32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternates	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		**MF04 Bare Total (Without totalling components)**	**$2,293.00**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)			

Totalling Components

RSMeans Subtotal	$2,293.00	CCI Installation Adjustment (McAllen) (6.0000%)	$33.98
RSMeans MCALLEN, TX CCI 2011Q3, 78.90%	$(483.82)	JOC Coefficient Standard (-7.0000%)	$(129.02)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$1,102.00
Labor:	$566.40
Equipment:	$25.84
Other:	$598.76
Laborhours:	11.60
Green Line Items:1	$1,938.00

Priced/Non-Priced

Total Priced Items:	2	$2,293.00	
Total Non-Priced Items:	0	$0.00	0.00%
	2	$2,293.00	

Grand Total **$1,714.14**

Estimator: Fred Lozano — **Hidalgo County WIC Change Order 02 Extend Existing Handrails**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
05 - Metals								
1	05-52-13-50-0540	Railings, pipe, shop fabricated, 3'-6" high, posts at 5' O.C., 2 rail, on stairs, galvanized, 1-1/4" diameter Extend existing handrails	L.F.	38.0000	$51.00	$1,938.00	RSM11FAC Gm, M, L, E, O&P	P
2	05-52-13-50-9000	Railings, pipe, minimum labor/equipment charge	Job	1.0000	$355.00	$355.00	RSM11FAC L, O&P	P
		05 - Metals Total				**$2,293.00**		
					Estimate Grand Total			**1,714.14**

05 52 Metal Railings

05 52 13 – Pipe and Tube Railings

05 52 13.50 Railings, Pipe

			Crew	Daily Output	Labor-Hours	Unit	2011 Bare Costs Material	Labor	Equipment	Total	Total Incl O&P
0200	1-1/2" diameter, satin finish	G	E-4	137	.234	L.F.	57.50	11.45	.80	69.75	85.50
0210	Clear anodized	G		137	.234		65.50	11.45	.80	77.75	94
0220	Dark anodized	G		137	.234		71.50	11.45	.80	83.75	100
0500	Steel, 2 rail, on stairs, primed, 1-1/4" diameter	G		160	.200		21	9.80	.68	31.48	42
0520	1-1/2" diameter	G		160	.200		23	9.80	.68	33.48	44.50
0540	Galvanized, 1-1/4" diameter	G		160	.200		29	9.80	.68	39.48	51
0560	1-1/2" diameter	G		160	.200		32.50	9.80	.68	42.98	55
0580	Steel, 3 rail, primed, 1-1/4" diameter	G		137	.234		31.50	11.45	.80	43.75	56.50
0600	1-1/2" diameter	G		137	.234		33	11.45	.80	45.25	58.50
0620	Galvanized, 1-1/4" diameter	G		137	.234		44	11.45	.80	56.25	70.50
0640	1-1/2" diameter	G		137	.234		51.50	11.45	.80	63.75	78.50
0700	Stainless steel, 2 rail, 1-1/4" diam. #4 finish	G		137	.234		94	11.45	.80	106.25	125
0720	High polish	G		137	.234		152	11.45	.80	164.25	189
0740	Mirror polish	G		137	.234		190	11.45	.80	202.25	231
0760	Stainless steel, 3 rail, 1-1/2" diam., #4 finish	G		120	.267		142	13.10	.91	156.01	181
0770	High polish	G		120	.267		235	13.10	.91	249.01	284
0780	Mirror finish	G		120	.267		285	13.10	.91	299.01	340
0900	Wall rail, alum. pipe, 1-1/4" diam., satin finish	G		213	.150		17.95	7.35	.51	25.81	34
0905	Clear anodized	G		213	.150		22	7.35	.51	29.86	38
0910	Dark anodized	G		213	.150		26.50	7.35	.51	34.36	43
0915	1-1/2" diameter, satin finish	G		213	.150		20	7.35	.51	27.86	36
0920	Clear anodized	G		213	.150		25	7.35	.51	32.86	41.50
0925	Dark anodized	G		213	.150		31	7.35	.51	38.86	48
0930	Steel pipe, 1-1/4" diameter, primed	G		213	.150		12.70	7.35	.51	20.56	28
0935	Galvanized	G		213	.150		18.45	7.35	.51	26.31	34.50
0940	1-1/2" diameter	G		176	.182		13.10	8.90	.62	22.62	31.50
0945	Galvanized	G		213	.150		18.50	7.35	.51	26.36	34.50
0955	Stainless steel pipe, 1-1/2" diam., #4 finish	G		107	.299		75	14.65	1.02	90.67	111
0960	High polish	G		107	.299		153	14.65	1.02	168.67	196
0965	Mirror polish	G		107	.299		181	14.65	1.02	196.67	227
2000	2-line pipe rail (1-1/2" T&B) with 1/2" pickets @ 4-1/2" O.C.,										
2005	attached handrail on brackets										
2010	42" high aluminum, satin finish, straight & level	G	E-4	120	.267	L.F.	175	13.10	.91	189.01	218
2050	42" high steel, primed, straight & level	G	"	120	.267		107	13.10	.91	121.01	143
4000	For curved and level rails, add						10%	10%			
4100	For sloped rails for stairs, add						30%	30%			
9000	Minimum labor/equipment charge		1 Sswk	2	4	Job		194		194	355

05 52 16 – Industrial Railings

05 52 16.50 Railings, Industrial

			Crew	Daily Output	Labor-Hours	Unit	Material	Labor	Equipment	Total	Total Incl O&P
0010	**RAILINGS, INDUSTRIAL**, shop fab'd, 3'-6" high, posts @ 5' O.C.										
0020	2 rail, 3'-6" high, 1-1/2" pipe	G	E-4	255	.125	L.F.	23	6.15	.43	29.58	37.50
0100	2" angle rail	G	"	255	.125		21	6.15	.43	27.58	35
0200	For 4" high kick plate, 10 gauge, add	G					4.80			4.80	5.30
0300	1/4" thick, add	G					6.20			6.20	6.80
0500	For curved level rails, add						10%	10%			
0550	For sloped rails for stairs, add						30%	30%			
9000	Minimum labor/equipment charge		1 Sswk	2	4	Job		194		194	355

RSMeans
JOCWorks

Final Estimate

Gus Grajales
Alpha Building Corporation
RFP# 10/030JC - HCDE Statewide
Hidalgo Progresso Wic Relocation - 01110801

Estimator: Gus Grajales

CO ADA wood ramp

Project Scope: RFP 2011-098-08-25-OGG Relocate Hidlalgo County Wic Clinic portable bldg at Progresso TX includes elect, concrete, arch finishes plmbg
Estimate Scope: Install +- 35 ft wood ramp to entry ADA compliant

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites	$4,731.00	33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternates	$(643.05)
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		**MF04 Bare Total (Without totalling components)**	**$4,087.95**
23 - Heating, Ventilating, and Air-Conditioning (HVAC)			

Totalling Components

RSMeans Subtotal	$4,087.95	CCI Installation Adjustment (McAllen) (6.0000%)	$108.87
RSMeans MCALLEN, TX CCI 2011Q3, 78.90%	$(862.56)	JOC Coefficient Standard (-7.0000%)	$(233.40)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$896.15
Labor:	$1,814.50
Equipment:	$0.00
Other:	$1,377.30
Laborhours:	47.89
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	8	$4,087.95	
Total Non-Priced Items:	0	$0.00	0.00%
	8	$4,087.95	

Grand Total **$3,100.86**

Estimator: Gus Grajales — **CO ADA wood ramp**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
06 - Wood, Plastics, and Composites							
1	06-11-10-14-0100	Posts and columns, wood, 4" x 4" allows waste and condition	L.F.	100.0000	$4.51	$451.00	RSM11FAC M, L, O&P
2	06-11-10-28-0170	Porch or deck framing, treated lumber, girder, double, 2" x 6" allows waste and conditions	L.F.	150.0000	$3.28	$492.00	RSM11FAC M, L, O&P
3	06-11-10-28-0200	Porch or deck framing, treated lumber, girder, double, 2" x 12" allows waste and condition	L.F.	0.0000	$6.00		RSM11FAC M, L, O&P
4	06-11-10-28-0310	Porch or deck framing, treated lumber, joists, 2" x 4" allows waste and condition	L.F.	1,000.0000	$1.31	$1,310.00	RSM11FAC M, L, O&P
5	06-11-10-28-0860	Porch or deck framing, cedar, railings and trim, 2" x 4"	L.F.	200.0000	$5.15	$1,030.00	RSM11FAC M, L, O&P
6	06-11-10-28-1530	Porch or deck framing, post footing, includes excavation, backfill, tube form and concrete, 4' deep, 8" diameter	Ea.	8.0000	$181.00	$1,448.00	RSM11FAC M, L, O&P
		06 - Wood, Plastics, and Composites Total				$4,731.00	
Alternates							
7	061110000000	Favorable Buy Out Price Extension Favoarable buyout price exrtension	Job	1.0000	$-278.00	$(278.00)	CUSTOM M, L, B
8	061110280861	Deductive 50% material for treated Deductive cost for treated pine instead of cedar	L.F.	245.0000	$-1.49	$(365.05)	CUSTOM M, B
		Alternates Total				$(643.05)	
		Estimate Grand Total				**3,100.86**	

Line Number: 061110140100 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
061110140100	4" x 4" wood, column framing	L.F.	2 Carp	390.00	0.041	1.64	1.81		3.45	4.77

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	06 11 10.26 Partitions	Crew	Daily Output	Labor-Hours	Unit	2011 Bare Costs Material	Labor	Equipment	Total	Total Incl O&P
1402	For horizontal blocking, 2" x 4", add	2 Carp	600	.027	L.F.	.36	1.15		1.51	2.28
1502	2" x 6", add		600	.027		.58	1.15		1.73	2.52
1600	For openings, add		250	.064			2.76		2.76	4.50
1702	Headers for above openings, material only, add				B.F.	.60			.60	.66
9000	Minimum labor/equipment charge	1 Carp	4	2	Job		86		86	141
	06 11 10.28 Porch or Deck Framing									
0010	**PORCH OR DECK FRAMING**									
0100	Treated lumber, posts or columns, 4" x 4"	2 Carp	390	.041	L.F.	1.37	1.77		3.14	4.39
0110	4" x 6"		275	.058		2.46	2.50		4.96	6.80
0120	4" x 8"		220	.073		4.74	3.13		7.87	10.30
0130	Girder, single, 4" x 4"		675	.024		1.37	1.02		2.39	3.17
0140	4" x 6"		600	.027		2.46	1.15		3.61	4.59
0150	4" x 8"		525	.030		4.74	1.31		6.05	7.35
0160	Double, 2" x 4"		625	.026		.75	1.10		1.85	2.62
0170	2" x 6"		600	.027		1.28	1.15		2.43	3.28
0180	2" x 8"		575	.028		1.97	1.20		3.17	4.13
0190	2" x 10"		550	.029		2.65	1.25		3.90	4.97
0200	2" x 12"		525	.030		3.49	1.31		4.80	6
0210	Triple, 2" x 4"		575	.028		1.12	1.20		2.32	3.20
0220	2" x 6"		550	.029		1.92	1.25		3.17	4.16
0230	2" x 8"		525	.030		2.96	1.31		4.27	5.40
0240	2" x 10"		500	.032		3.98	1.38		5.36	6.65
0250	2" x 12"		475	.034		5.25	1.45		6.70	8.10
0260	Ledger, bolted 4' O.C., 2" x 4"		400	.040		.48	1.72		2.20	3.34
0270	2" x 6"		395	.041		.74	1.74		2.48	3.66
0280	2" x 8"		390	.041		1.07	1.77		2.84	4.07
0300	2" x 12"		380	.042		1.82	1.81		3.63	4.96
0310	Joists, 2" x 4"		1250	.013		.38	.55		.93	1.31
0320	2" x 6"		1250	.013		.64	.55		1.19	1.61
0330	2" x 8"		1100	.015		.99	.63		1.62	2.11
0340	2" x 10"		900	.018		1.33	.77		2.10	2.72
0350	2" x 12"		875	.018		1.60	.79		2.39	3.05
0440	Balusters, square, 2" x 2"		660	.024		.36	1.04		1.40	2.10
0450	Turned, 2" x 2"		420	.038		.48	1.64		2.12	3.20
0460	Stair stringer, 2" x 10"		130	.123		1.33	5.30		6.63	10.10
0470	2" x 12"		130	.123		1.60	5.30		6.90	10.40
0480	Stair treads, 1" x 4"		140	.114		1.56	4.92		6.48	9.75
0490	2" x 4"		140	.114		.38	4.92		5.30	8.45
0500	2" x 6"		160	.100		.57	4.31		4.88	7.65
0510	5/4" x 6"		160	.100		.98	4.31		5.29	8.10
0520	Turned handrail post, 4" x 4"		64	.250	Ea.	32	10.75		42.75	52.50
0530	Lattice panel, 4' x 8', 1/2"		1600	.010	S.F.	.68	.43		1.11	1.45
0535	3/4"		1600	.010	"	1.02	.43		1.45	1.82
0540	Cedar, posts or columns, 4" x 4"		390	.041	L.F.	3.01	1.77		4.78	6.20
0550	4" x 6"		275	.058		5.75	2.50		8.25	10.40
0560	4" x 8"		220	.073		9.70	3.13		12.83	15.80
0800	Decking, 1" x 4"		550	.029		1.49	1.25		2.74	3.69
0810	2" x 4"		600	.027		2.98	1.15		4.13	5.15
0820	2" x 6"		640	.025		5.25	1.08		6.33	7.55
0830	5/4" x 6"		640	.025		3.50	1.08		4.58	5.60
0840	Railings and trim, 1" x 4"		600	.027		1.49	1.15		2.64	3.52
0860	2" x 4"		600	.027		2.98	1.15		4.13	5.15

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New Estimate

Line Number: 061110281530 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location NATIONAL Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
061110281530		Porch or deck framing, post footin...	Ea.	F7	12.00	2.667	11.15	106.00		117.15	185.25

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County of Hidalgo

CHANGE ORDER
No. 00002

2812 So. Bus 281 & Corner of Canton
Edinburg, TEXAS 78539

Phone: 956-318-2626

TITLE: Extend Existing Handrails

DATE: 2/20/2012

PROJECT: 1240005 Hidalgo Cty WIC Clinic Rep

JOB: 1240005

TO: Attn: Gustavo Grajales
Alpha Building Corporation
222 E. Van Buren #503
Harlingen, TEXAS 78550
Phone: 956-622-3242 Fax: 956-622-3102

CONTRACT NO: 1

RE:	To:	From:	Number:

DESCRIPTION OF CHANGE

Provide labor and material to extend existing handrails 38' Ft to meet ADA compliance.
Alpha couldn't dictate the finish height of Modular Building. Site preparation had to be completed before Alpha could determine final elevation of new ADA entrance ramp. Therefore after setting Modular Building at proper elevation it was concluded an additional 38' of handrail was going to be required. Hidalgo County had an allowance of 1500.00 but has been exhausted.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Extend existing handrails		1.000		$1,714.14	0.00%	$0.00	$1,714.14

Unit Cost:	**$1,714.14**
Unit Tax:	**$0.00**
Total:	**$1,714.14**

The Original Contract Sum was	**$26,094.20**
Net Change by Previously Authorized Requests and Changes	**$0.00**
The Contract Sum Prior to This Change Order was	**$26,094.20**
The Contract Sum Will be Increased	**$1,714.14**
The New Contract Sum Including This Change Order	**$27,808.34**
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	**11/4/2011**

ACCEPTED:

Alpha Building Corporation	**County of Hidalgo**	
By: _____	**By:** _____	**By:** _____
Gustavo Grajales	Oscar Garza	
Date: 2/20/2012	**Date:** 2/20/2012	**Date:** _____

AI-32267 **12. B.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted For: Marty Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County WIC Program-Lease of Office Space-City of Weslaco" Bid No. 2012-104-SMA, including the re-advertising of project in the event no bids received and/or rejection of responses received and project is still required.

BACKGROUND

1. Draft Contract Document form was previously reviewed & modified by by legal counsel on 05/11/12
2. Current Contract expires 11/17/12
3. Proposed Schedule of Events:
1st Advertisement: June 02,2012
2nd Advertisement: June 09,2012
Bid Opening Date: June 20,2012

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 5/18/12 $29,697.50.

Attachments

draft lease agreement

packet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/17/2012 09:04 AM
Budget & Management	Merlen P. Munoz	05/17/2012 09:53 AM
Erika Zamora	Erika Zamora	05/18/2012 01:20 PM
Auditor's Office	Arcilia Duran	05/22/2012 09:50 AM

Form Started By: Sandra Montalvo Started On: 05/08/2012 04:34 PM

Final Approval Date: 05/22/2012

From:	rocio.villarreal
To:	"Sandra Montalvo"
Subject:	FW: lease agreement
Date:	Wednesday, May 16, 2012 3:59:57 PM
Attachments:	~max0003.PDF Draft Lease Agreement#C-12-104-00-00-Lease of Office Space in the City of Weslaso.pdf

Attached with corrections made.

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Friday, May 11, 2012 3:30 PM
To: 'Martha Salazar'
Cc: 'rocio.villarreal'
Subject: lease agreement

Please make revisions.

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE

C-12-104-00-00

THIS LEASE is made and entered into by and between **VENDOR'S NAME**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on _____, 2012 (as hereinafter defined) and ending on _____, 2017 (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor

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provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as

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Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____($_____) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that

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includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall

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be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water,

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or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any

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rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

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ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements.

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The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of

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non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor’s sole cost and risk proceed forthwith to

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rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority

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under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any

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part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

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12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

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14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:

County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall

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be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition,

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or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the

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continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2012.

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

VENDOR'S NAME

_____
By:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
By: Stephen L. Crain

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

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EXHIBIT “A”
LEGAL DESCRIPTION

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EXHIBIT “B”
REQUEST FOR BID (RFB) &
BID PAGE

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EXHIBIT “C”
CERTIFICATE OF INSURANCE

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
APR 26 2012
By Norma

MEMORANDUM

(Departments Approval of Specifications)

TO: Norma Longoria, WIC Director

ATTN: Margarita Gonzalez, Adm. Asst. via email:magueGonzalez@wic.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **April 14, 2012**

RE: Approval of Specifications/Requirements for: Bid No.: 2012-104-00-00-SMA-HIDALGO COUNTY WIC PROGRAM-"Lease of Office Space-City of Weslaco"

Please review the current **SPECIFICATIONS/REQUIREMENTS** 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# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: x YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 2.1292.441.00.350.001.2.441

Norma Longoria	Norma L. Longoria	WIC Director	4/25/12
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than April 27, 2012 @ 10:00 A.M.

Enclosures

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program

"Lease of Office Space –City of Weslaco"

RFB No.: 2012-104-00-00-SMA

SCOPE OF SERVICES:

Hidalgo County WIC Program is requesting bids from agencies or individuals that can adequately demonstrate that they have the resources, experience, and qualifications necessary to provide office space for the delivery of WIC Program services in the Weslaco, TX area. Agencies or individuals attest no outstanding Hidalgo County judgments or tax delinquencies. Bids received not meeting all mandatory requirements will not be considered.

The proposed building should be in good working condition to provide the following functions: reception area, nutrition education, counseling room, issuance of food cards via computers, lab, lactation room, lounge area and two (2) storage rooms. Said office space should be located in a major thoroughfare in Weslaco, Texas.

SPECIFICATIONS/REQUIREMENTS:

1) Bidder must provide a minimum of 3,000 square feet to a maximum of 4,000 square feet of available tile floor space to perform WIC services.

2) The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

3) Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.

4) Parking area should have twenty (20) parking spaces available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building.

5) Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pickup.

6) Bidder will be responsible for electrical, painting, air and cooling maintenance also by keeping entire Building free of mold at all times.

7) Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control throughout term of this contract.

8) Bidder must charge by the square foot for the rental space.

9) The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

10) Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**.

11) The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by Lessor and at Lessor's cost.

12) An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, and ninety (90) days from the date of awarding bid or the award will become void/null.

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13) Central air/heating will be provided for ample cooling and heating of the entire building. Lessor will be responsible for electrical, central air/heating system maintenance and keeping the entire building mold free at all times.

14) If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

15) Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.

16) Provide the **legal description** of the property along with your bid and include a proposed "Floor Plan Layout" of your facility.

17) Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID numbe**r. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.

18) If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

TERMS AND CONDITIONS:

1) Term of contract shall be for a period of five (5) years with the County's option to renew for one (1) additional year under the same terms and conditions. Lease will have a sixty (60) day cancellation clause.

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid/ contract

3) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

4) Any contract awarded to a successful bidder will be in effect until;
(a) The contract expires;
(b) Delivery and acceptance of products and/or performance of service ordered, or;
(c) Terminated by County with sixty (60) day's written notice prior to cancellation**.**

5) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) 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, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, month, date, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, month date , 2012 by 5:00 p.m.

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Bid No: 2012-104-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 x 4865

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OFFICE SPACE-CITY OF WESLACO"

BID OPENING DATE:_____

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 WIC PROGRAM- LEASE OFFICE SPACE-CITY OF WESLACO"** 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-2012-104-00-00-SMA-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF WESLACO*** "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, 00, 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-2012-104-00-00-SMA-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF WESLACO".* 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. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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 WIC PROGRAM –LEASE OFFICE SPACE-CITY OF WESLACO"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) 381-4646

17. SCHEDULE OF EVENTS

Bid Opening at 9:30 a.m.	May 00, 2012
Award of Contract	
Commence Work or Deliver Products	

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if Applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"LEASE OF OFFICE SPACE- CITY OF WESLACO"

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: _____

From:	rocio.villarreal
To:	"Sandra Montalvo"
Subject:	FW: lease agreement
Date:	Wednesday, May 16, 2012 3:59:57 PM
Attachments:	~max0003.PDF Draft Lease Agreement#C-12-104-00-00-Lease of Office Space in the City of Weslaso.pdf

Attached with corrections made.

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Friday, May 11, 2012 3:30 PM
To: 'Martha Salazar'
Cc: 'rocio.villarreal'
Subject: lease agreement

Please make revisions.

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE

C-12-104-00-00

THIS LEASE is made and entered into by and between **VENDOR'S NAME**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on _____, 2012 (as hereinafter defined) and ending on _____, 2017 (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor

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provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as

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Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____($_____) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that

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includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall

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be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water,

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or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any

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rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

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ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements.

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The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of

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non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor’s sole cost and risk proceed forthwith to

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rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority

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under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any

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part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

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12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

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14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:

County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall

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be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition,

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or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the

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continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2012.

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

VENDOR'S NAME

_____
By:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
By: Stephen L. Crain

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

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EXHIBIT “A”
LEGAL DESCRIPTION

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EXHIBIT “B”
REQUEST FOR BID (RFB) &
BID PAGE

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EXHIBIT “C”
CERTIFICATE OF INSURANCE

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AI-32326 **12. C.**

CC CONSENT

Meeting Date: 05/29/2012

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 agreement etc.) as attached hereto for: Hidalgo County Precinct No. 4- "Hauling Services for All Road Materials(Excluding Hot Mix) RFB No.: 2012-105-06-20-SGS including the re-advertising of project, in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

1. Current contract expires on: November 29, 2012.
2. New contract will commence on November 30, 2012.
3. Proposed Schedule of Events:
   1st Advertisement: June 02, 2012
   2nd Advertisement: June 09, 2012
   Bid Opening Date: June 20, 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:

Pct 4 - $ 73,115.01 as of 05/25/12
On an as needed basis

Attachments

Exhibits-Draft-Legal approvals

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/23/2012 11:01 AM
Budget & Management	Merlen P. Munoz	05/23/2012 11:20 AM
Manuel Chapa	Manuel Chapa	05/25/2012 08:29 AM
Auditor's Office	Monica Badillo	05/25/2012 02:41 PM

Form Started By: Sandy Suarez Started On: 05/11/2012 02:00 PM

Final Approval Date: 05/25/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: 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 5, 2012

RE: **Approval or Disapproval of Specifications for: RFB No. -2012-105-00-00-SGS-Hidalgo County Precinct No. 4- "Hauling Services for all Road Material (Excluding Hot–Mix)"**

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) _____0_____

BUDGET ACCOUNT #: 2-1204-431-00-124-0070-731

Gloria A Beltran	Gloria A. Beltran	Pct 4	4/11/12
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 13, 2012 @ 3:00 p.m.

Enclosures

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EXHIBIT "A" Revised

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT NO. 4

REQUEST FOR BIDS

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"

BID NO.: 2012-105-00-00-SGS

Commodity Code: 962-39

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT MIX)"
Bid No. 2012-105-00-00-SGS
Commodity Code: 362-39

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of various road materials from awarded vendor pits identified herein to sites situated and located within Hidalgo County Precinct No. 4. **This bid excludes hauling of Hot-Mix.** All hauling services will be on an "**As Needed Basis**" by the Precinct. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4; throughout the duration of the contract.

Specifications/Requirements:

The specifications/requirements goods contract will encompass hauling of all road materials from awarded vendor pits identified herein to sites situated and located within 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.

1. All hauling and delivery of road material will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.

2. Road material will be hauled from awarded vendor's "pit" locations.

3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling trailers and three (3) to five (5) hauling tandem trucks, to be available. Including five (5) trucks to be vendor owned.

4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.

5. Attached you will find a request for Truck and driver information in **EXHIBIT "B", ATTACHEMENTS B-1 & B-2**, Copies of the mentioned documentations must be submitted with your bid packet.

6. Trucks should be available at the discretion of Precinct No. 4 and will be on an "As Needed Basis".

7. Trucks must have a capacity of carrying a minimum of twenty-two (22) tons per load.

8. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements.

9. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

10. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11. Bid will be based on low bid per ton basis as listed on bid page form.

Road Materials to be hauled:

- Crushed Caliche
- Pit-Run Caliche

Locations of current pits and plants are as followed:

Listed vendors are subject to be changed upon material contract expiration.

A. Crushed Caliche:

1. Martin Marietta Materials: - Jericho Pit:-From Intersection FM1017 and FM 3250 go 2 mi. So. on 3250 -Linn, TX.

2. Frontera Materials: - 490 Pit: - 4.5 mi E of US 281 to FM490 go W. Approx. 6 mi. to pit.
   Reavis Pit: - Approx. 4 mi N. of US 83 on FM2221 go S. approx. 4 mi to pit- La Joya, TX.

B. Pit- Run Caliche:

1. Roy's Hauling Service, Inc. Big 5 Pit :- 4 miles North of FM 1925 on Big 5 Road

2. Roy's Hauling Service, Inc. Pit 3-San Manuel :- 3 miles West of US 281 on FM 1017 to FM3250 1 Mile South on FM3250, pit located on the West side.

TERMS AND CONDITIONS:

1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

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 one 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 tight 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.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Terminated by County with thirty (30) days written notice.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) 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.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) 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 at no cost to the County.

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.) 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.

14) **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, Month 00, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, Month 00, 2012 by 5:00 P.M.

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**

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EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT NO. 4

REQUEST FOR BIDS

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"

BID NO.: 2012-105-00-00-SGS

Commodity Code: 962-39

DRAFT

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT MIX)"

Bid No. 2012-105-00-00-SGS Commodity Code: 362-39

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of various road materials to Hidalgo County Precinct No. 4. **This bid excludes hauling of Hot-Mix.** All hauling services will be on an "**As Needed Basis**" by the Precinct. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4; throughout the duration of the contract.

Specifications/Requirements:

The specifications/requirements goods contract will encompass hauling of all road materials to 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.

1. All hauling and delivery of road material will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.

2. Road material will be hauled from awarded vendor's "pit" locations.

3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling trailers and three (3) to five (5) hauling tandem trucks, to be available. Including five (5) trucks to be vendor owned.

4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.

5. Attached you will find a request for Truck and driver information in **EXHIBIT "B", ATTACHEMENTS B-1 & B-2**, Copies of the mentioned documentations must be submitted with your bid packet.

6. Trucks should be available at the discretion of Precinct No. 4 and will be on an "As Needed Basis".

7. Trucks must have a capacity of carrying a minimum of twenty-two (22) tons per load.

8. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements.

9. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

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10. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11. Bid will be based on low bid per ton basis as listed on bid page form.

Road Materials to be hauled:

- Crushed Caliche
- Pit-Run Caliche

Locations of current pits and plants are as followed:

Listed vendors are subject to be changed upon material contract expiration.

A. Crushed Caliche:

1. Martin Marietta Materials: - Jericho Pit:-From Intersection FM1017 and FM 3250 go 2 mi. So. on 3250 -Linn, TX.

2. Frontera Materials: - 490 Pit: - 4.5 mi E of US 281 to FM490 go W. Approx. 6 mi. to pit.
   Reavis Pit: - Approx. 4 mi N. of US 83 on FM2221 go S. approx. 4 mi to pit- La Joya, TX.

B. Pit- Run Caliche:

1. Roy's Hauling Service, Inc. Big 5 Pit :- 4 miles North of FM 1925 on Big 5 Road

2. Roy's Hauling Service, Inc. Pit 3-San Manuel :- 3 miles West of US 281 on FM 1017 to FM3250
   1 Mile South on FM3250, pit located on the West side.

TERMS AND CONDITIONS:

1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

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 one 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 tight 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.

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5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6.) 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.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) 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.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) 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 at no cost to the County.

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.) 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.

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

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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:

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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, Month 00, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, Month 00, 2012 by 5:00 P.M.

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Bid No: 2012-105-06-20 Commodity Code: 962-39	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"

BID OPENING DATE: JUNE 20, 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-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX) "**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-2012-105-06-20-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX)"**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 20, 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. 2012-105-06-20-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)".

   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 an 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 o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"** 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, A/P Clerk
1051 N.Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. Schedule of Events:

Bid Opening, 9:30 AM	**JUNE 20, 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
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO.: 2012-105-06-20-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: _____

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO.: 2012-105-06-20-SGS
Commodity Code: 962-39

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.

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		**$3.00**	**25%**	**.75**
PLANT LOCATION/ ROAD MATERIALS		TOTAL COST PER TON	FUEL COSTS PERCENTAGE PER TON	CURRENT/BASE FUEL COST
Martin Marietta Materials- Crushed Caliche	**Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX.	$	%	$
Frontera Materials- Crushed Caliche	**490 Pit-** 4.5 mi W. of US 281 on 490	$	%	$
	Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$	%	$
Roy's Hauling Service- Pit-Run Caliche	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 –(on West side)	$	%	$
	Big Pit 5- 4 mi N. of FM 1925 on Big 5 Rd.	$	%	$

PART II.

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for, **June 15, 2012.** For each 10% (increase or decrease) in the OPIS Index of **June 15, 2012** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

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 "B-1"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS
(EXCLUDING HOT-MIX)"
RFB NO.: 2012-105-06-20-SGS

Hidalgo County Precinct No. 4 is requesting the following information for the available hauling trucks to be utilized for this project. Please fill out each section completely. All trucks shall be covered under the insurance requirements as set forth in Exhibit "C" of this document and under the same terms and conditions. Insurance must be maintained throughout the term of the contract. ***INCOMPLETE*** *submittals shall be considered a probable cause for disqualification.* ***For vendor owned vehicles- copies of Titles must be included.***

VEHICLE INFORMATION

VEHICLE YEAR/MAKE/ MODEL	VEHICLE IDENTIFICATION NUMBER	LICENSE PLATE NUMBER	UNIT NO.	VEHICLE CAPACITY- PER LOAD	VEHICLE OWNED/OR LEASED

Must be included with Bid Packet

EXHIBIT "B-2"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS"
(EXCLUDING HOT-MIX)
RFB NO.: 2012-105-06-20-SGS

DRIVER'S INFORMATION

DRIVER'S LISTED BELOW MUST PROVIDE A COPY OF THEIR CERTIFIED DRIVER'S LICENSE NO. WITH THIS BID

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/UNIT NUMBER

Must be included with Bid Packet

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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 — 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

(Copy of receipt and this form must be submitted with bid)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-105-00-00

THIS CONTRACT is made and entered into this _____day of _____ _____, 2012 by and between the **County of Hidalgo, Texas** ("County"), and _____ _____("Company").

WHEREAS, Company responded to advertised notices for bids for: **"HAULING SERVICES OF ALL ROAD MATERIAL (EXCLUDING HOT MIX)" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Precinct No. 4** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on _____, **2012** and expiring on _____, **2013** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all

DRAFT

persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party

DRAFT

without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

DRAFT

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

DRAFT

WITNESS our hands in duplicate originals this _day of _____, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title:_____

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EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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EXHIBIT "B"

VENDOR'S BID and TAB SHEET

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

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.

AI-32367 **12. D.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation Services, Inc. to add additional fuel card(s) and/or driver(s) for:

1. Health and Human Services- Fuel Cards users
2. Head Start Department - Fuel Card

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #:

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

BUDGETARY IMPACT:

Attachments

Health and Human

Headstart

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:23 PM
Budget & Management	Merlen P. Munoz	05/24/2012 12:59 PM
Auditor's Office	Monica Badillo	05/25/2012 02:41 PM

Form Started By: Nielda Cavazos Started On: 05/15/2012 11:53 AM

Final Approval Date: 05/25/2012

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: Health & Human Services
Billing Address: 1304 South 25th Ave, Edinburg, TX 78539
Fuel Card Manager: Eduardo Olivarez
This person can not have use of the fuel card
Phone Number: (956)383-6221 **County Email**: eddie.olivarez@hchd.org
Web user Name: _____ **Password:** _____
Hidalgo Co Acct Number: 9-1100-441-00-340-001-0-682
Requested By:
Eduardo Olivarez
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Jorge Garcia	3-16-71	160849		
Romeo Garcia	5-6-65	184888		
Rodney Elizondo	12-4-75	161187		
Adriana Villalpando	05-24-64	121797		

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo Co. Head Start Program, Child Nutrition Dept.
Billing Address:	1901 W. State Hwy 107, McAllen TX 78504
Fuel Card Manager:	Teresa Flores Program Director
	This person can not have use of the fuel card
Phone Number:	(956) 383-0706 **County Email:**
Web user Name:	**Password:**
Hidalgo Co Acct Number:	XY891
Requested By:	Teresa Flores
Original Signature is required	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
113-2160	2012 Chevrolet Express	1GCWGGCA0C1149364	00001006	
113-2161	2012 Chevrolet Express	1GCWGGCA9C1149427	00001007	
113-2166	2012 Chevrolet Express	1GCWGGCA8C1148690	00001008	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**

Form F.1.1 Revised: ***Attach separate list if additional users are required***

AI-32386 **12. E.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., legal notice, requiremements, scope of services, etc.) as attached hereto for Hidalgo County Community Supervision and Corrections Department for the following: RFP No 2012-127-06-20-YZV "Licensed Sex Offender Therapy Services Providers" as requested by HCCSC Executive Director.

BACKGROUND

Proposed Schedule of Events:
1st Ad: June 02, 2012
2nd Ad: June 09, 2012
Proposal Acceptance Date: June 20, 2012
Current contract expires August 31,2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1297-423-00-320-015-3-331/339

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

BUDGETARY IMPACT:

Funds will be available through 2013 grant that has already been awarded by state.

As per Diana Solis 2013 available funds are as follows:
Object Code 331 $34,000.00
Object Code 339 $29,000.00

Attachments

CSCD SIGNED MEMO

PROCUREMENT PACKET-2012-127

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:36 PM
Budget & Management	Merlen P. Munoz	05/24/2012 01:00 PM
Erika Zamora	Erika Zamora	05/25/2012 09:30 AM
Auditor's Office	Monica Badillo	05/25/2012 02:41 PM

Form Started By: Yolanda Velasquez Started On: 05/16/2012 09:41 AM

Final Approval Date: 05/25/2012

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Arnold K. Patrick,
H C CSCD Executive Director
Attn: Diana Solis,
Budget & Fiscal Director

From: Yolanda Velasquez *YZV*
Purchasing Dept., Buyer

Date: May 09, 2012

Re: RFP No. 2012-127- Approval of Requirements/Specifications for HIDALGO COUNTY CS&CD- LICENSED SEX OFFENDER THERAPY PROVIDER"

Please review the attached **REQUIREMENTS/SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE	☑	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS	☐		

FUNDS AVAILABILITY: Yes XX No _____ Other specify _____

BUDGET ACCOUNT#: 2-1297-423-00-320-015-3-331 & 339

Arnold K Patrick	May 10, 2012
AUTHORIZED SIGNATURE / PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than TUESDAY, MAY 22, 2012 by 3:00P.M.

ENCLOSURES

June 04, 2012

_____

_____

_____

_____

RE: Hidalgo County
Request for Proposals
Sex Offender Group Therapy Provider(s)
RFP № 2012-127-06-20-YZV

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

RFP NO: 2012-127-06-20-YZV	BUYER: YOLANDA Z. VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"LICENSED SEX OFFENDER THERAPY PROVIDERS"

JUNE 20, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2012-127-06-20-YZV**

1. Sealed proposals/qualifications will be received for Hidalgo County for: **"LICENSED SEX OFFENDER THERAPY PROVIDER",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2012-127-06-20-YZV-"LICENSED SEX OFFENDER THERAPY PROVIDER"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JUNE 20, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposals is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposals.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this /qualifications document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals/Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"LICENSED SEX OFFENDER THERAPY PROVIDER"**

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:

Arnold K. Patrick, Executive Director
Hidalgo County Community Supervision and Corrections Department
3100 So. Bus. Hwy 281 Bldg. B
Edinburg, TX 78539
(956) 318-2920

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**JUNE 20 , 2012**
Project/Anticipated Award Date:	**_____, 2012**
Commence Work or Deliver Products	**_____, 2012**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit,

demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and

be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as none conforming.

Request for Proposals
"LICENSED SEX OFFENDER TREATMENT PROVIDER"

RFP NO: 2012-127-06-20-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

Exhibit "A"
"SEX OFFENDER GROUP THERAPY PROVIDER"
Request for Proposals
RFP NO: 2012-127-06-20-YZV

OVERVIEW

Hidalgo County is seeking sealed proposals for Licensed & Certified Therapist to provide "**Sex Offender Group Therapy Provider"** for a two (2) year period, with the County's sole discretion to extend the contract for an additional one (1) year. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Sex Offender Program Group Therapy"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JUNE 20, 2012. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No.: 2012-127-06-20-YZV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. Hidalgo County will asset Hidalgo County Community Supervision & Corrections Department in addressing any and all inquiries. All responses will be distributed through Hidalgo County Purchasing Department. Proposers are through the Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN WEDNESDAY, JUNE 13, 2012 at 5:00** P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, JUNE 15, 2012 AT 5:00P.M.. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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 Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: **I**n 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 Board of Judges of Hidalgo County.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

SECTION II - RFP REQUIREMENTS

Request for Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DURATION OF CONTRACT: The initial term of the contract shall be for two (2) year period, September 1, 2012 – August 31, 2014, with the County's option to renew for additional one (1) year term. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

SECTION IIA-SCOPE OF SERVICES

SCOPE OF SERVICES

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. If proposer/PARTICIPANT cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

If, during the life of the contract, the successful proposer's net prices generally available for items awarded are reduced or below the contracted price, it is understood and agreed that the benefits of such reduction be extended to the County.

The intent of this solicitation is to acquire the services of a licensed & certified therapist on as-needed and emergency basis. Sex offender program group therapy may include therapy on a one-to-one basis.

QUALIFICATIONS:

- The licensed & certified therapist must have a Master's level degree and be certified by the State of Texas as a Sex Offender Therapy Provider in good standing.

SERVICES:

The PARTICIPANT shall, in accordance with all terms of this agreement, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the department as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

Provide Group therapy which utilizes cognitive-behavioral treatment approaches for the clients referred by the Sex Offender Program Community Supervision Officer and/or Specialized Caseload Section Supervisor.

Prepare and submit the following to the Community Supervision Officer:

1. A verification of a signed treatment contract;
2. Provide a written evaluation and a treatment plan to the Supervision Officer within 30 days after the sex offender is enrolled in a treatment program and an updated treatment plan, as needed;
3. A report, by the 15th day of each month, stating the total number of counseling session attended by the client and his/her progress/regress;
4. Notify the Community Supervision Officer of the following by the end of the next business day;
    a. Any failure to attend treatment. Serious non-compliance with the treatment program, such as continued non-compliance or refusal to complete homework assignments, inappropriate or aggressive behaviors, poor participation and failure to pay treatment fees.
    b. When the need arises to unsuccessfully terminate or suspend the offender from treatment. Termination shall not occur without communication with the Community Supervisor Officer.
    c. A change in treatment provider shall not occur without communication with the Community Supervision Officer.

d. Engaging in high-risk behavior and/or violating supervision condition or treatment rules.

A report or summary detailing the reasons for termination or suspension from the treatment program and recommendations for further case management.

Provide on-going consultation to the Community Supervision Officer as may be deemed necessary by Department, PARTICIPANT or Community Supervision Officer. The CSCD will provide facilities to hold such group sessions.

DAVIS BACON ACT (IF APPLICABLE):
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

DIAGNOSIS:
In its treatment or provision of services to Defendants, PARTICIPANT shall:

a. Provide appropriate treatment or services as designated by department;
b. Coordinate with department to identify needs of Defendants that are beyond the scope of PARTICIPANT's Services and make appropriate referrals in such circumstances; and
c. Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

PARTICIPATION:
In order to ensure maximum participation of Defendants in its program, PARTICIPANT shall:

a. Contact department within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment or participation in services, including failure to show for initial appointment or unauthorized departures;
b. Document on a weekly basis the Defendant's level of participation and compliance with treatment or service goals and objectives; and
c. The PARTICIPANT must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date and be signed by the counselor and the Defendant.

DISCHARGE:
The discharge of any Defendant shall be made in accordance with the following:

a. Prior to discharge, PARTICIPANT shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to department within three (3) days of such discharge; and
b. Under no circumstances may PARTICIPANT discharge any Defendant without having furnished department with prior written notification thereof.

REFERRALS

The department retains control over the Defendants referred to PARTICIPANT for the provision services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the department for further action. The process by which this action will occur will be addressed in the Operations Plan.

NO SHOWS

Department will not pay the full rate to PARTICIPANT for Defendants who fail to attend sessions or meetings.

COURT TESTIMONY

PARTICIPANT agrees to provide testimony in court, if required, at no additional cost to the department.

POLICIES AND PROCEDURES

The services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to department prior to implementation. PARTICIPANT shall notify the department in writing of deviations from such policies and procedures, whether temporary or permanent.

COORDINATION WITH DEPARTMENT

PARTICIPANT shall coordinate the following tasks with the department:

a) Develop alternatives to be utilized for incidents of non-compliance with program rules;
b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
c) Participate in meetings as the department directs; and
d) Comply with department operational policies and procedures as set forth by the department Program and/or the State program.

The PARTICIPANT shall submit the billing statement to the CSCD, PO Box 970 Edinburg, Texas 78540, only after the service has been rendered. The PARTICIPANT shall ensure that the billing statement be received by the 10th day of each month.

The PARTICIPANT shall treat the client's record as confidential in accordance with federal regulations and state laws. The PARTICIPANT shall release information as indicated in the Release of Confidential Information.

The PARTICIPANT shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of said PARTICIPANT and for clients, inmates, patients and residents served by the PARTICIPANT in accordance with the provision found in Acts 1989, 71st Leg., Ch.1195, Section 5.03 and Section 5.04.

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

Proposal Ranking: COMMUNITY SUPERVISION & CORRECTION DEPARTMENT (CSCD) and Purchasing Department will evaluate, score and rank.

Negotiation Process: The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

EVALUATION: The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

EXHIBIT “B”
SELECTION CRITERIA

“Sex Offender Program Group Therapy”

RFP NO. 2012-127-06-20-YZV

EXHIBIT "B"

HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
"SEX OFFENDER THERAPY PROVIDERS"
RFP: 2012-127-06-20-YZV

SELECTION/EVALUATION/RANKING CRITERIA

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service "Hidalgo County Community Supervision & Correction Department"

Section Criteria **Score**

1. THOROUGHNESS OF REQUESTED INFORMATION : _____

The Provider(s)" should provide information related to its qualifications, experience and must be registered and licensed to practice in the State Of Texas as required. The Provider(s) must provide a copy of certificates, licenses, permits, etc., and any other credentials/registrations or other pertinent information that demonstrates qualifications.

2. UNDERSTANDING THE SERVICES/METHODOLOGY: _____

The Provider(s) must state, the approach and/or methodology, in achieving and rendering all services detailed and required. Provider(s) should include any local issues or concerns that directly affect the Provider"(s) understanding of the project.

3. CAPABILITY TO PERFORM SERVICES REQUIRED _____

The Provider must provide appropriate evidence of adequate staffing and resources to perform these services. Have the personnel level and equipment necessary to provide immediate service when necessary or on an "as needed basis" to ensure minimal "down" time.

4. EXPERIENCE WITH SIMILAR PROJECTS _____

The Provider must show prove of experience and knowledge necessary to provide the appropriate systems and perform all the required services.

5. CAPABILITY TO MEET SCHEDULES & DEADLINES _____

If the Provider(s) currently has an active practice, they must state in detail how services and requirements will be rendered as detailed for the "Request for Proposal".

6. CURRENT WORKLOAD AND ABILITY TO COMMENCE VARIOUS REQUESTED PROJECTS SIMULTANEOUSLY. _____

Provide sufficient professional background (references) indicative of outstanding, or exceptional, performance in city, county and other entities in the area.

EVALUATION FORM
"SEX OFFENDER PROGRAM GROUP THERAPY"

RESPONSIVENESS: Total Point Possible 25 Pts.

A. THOROUGHNESS OF REQUESTED INFORMATION (10 PTS.)

B. UNDERSTANDING THE PROJECT (15 PTS.)

Comments:

_____

_____

FIRM CAPABILITIES Total Point Possible 75 Pts.

A. CAPABILITY TO PERFORM SERVICES REQUIRED (25 PTS.)

B. EXPERIENCE WITH SIMILAR PROJECTS (15 PTS)

C. CAPABILITY TO MEET SCHEDULES & DEADLINES (15 PTS.)

D. CURRENT WORKLOAD AND ABILITY TO COMMENCE VARIOUS REQUESTED PROJECTS SIMULTANEOUSLY. **(20 PTS.)**

Comments:

_____

_____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"
Insurance Requirements
(Physicians)

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. Professional liability insurance policy with limits of at least Five Hundred Thousand Dollars ($500,000.00) per occurrence, or limited to claims made, including 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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
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 OE ☐ 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					

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

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

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 the project by the Hidalgo County Commissioners' Court;

will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the 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 certificate of insurance.

_____ _____
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 the project 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 of the project to be rescinded and then 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 BE ACCOMPANY YOUR RESPONSE

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 <u>must be presented</u> 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 or response.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, 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 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 _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

AI-32387 **12. F.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Re-statement and notification of continuing with same rates, terms and conditions under current Intergovernmental Agreement# 79-99-0211, between U.S. Department of Justice-U.S. Marshals Service and Hidalgo County for the purposes of "Detention Services"at the Hidalgo County Sheriff's Office, and now including the addition of other Federal Agencies as set forth below:
1) U.S. Customs
2) Border Protection/Border Patrol

BACKGROUND

IA-79-99-0211-US Department of Justice-US Marshals Service and Hidalgo County Modification-including U.S. Customs and Border Protection/Border Patrol

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Per (Rosie w/Sheriff's Office);
Revenues under direct deposit in Sheriff's Fee Account-# 1400-96-76

Attachments

IA# 79-99-0211-US Dept of Justice-US Marshals Svc & HC

Modificaiton of IA-79-99-0211

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/24/2012 12:39 PM
Budget & Management	Merlen P. Munoz	05/24/2012 01:01 PM
Manuel Chapa	Manuel Chapa	05/25/2012 09:01 AM
Auditor's Office	Monica Badillo	05/25/2012 02:41 PM

Form Started By: Letty Saenz Started On: 05/16/2012 10:08 AM

Final Approval Date: 05/25/2012

U. S. Department of Justice
United States Marshals Service

IA-C-09-213-05-05

Detention Services
Intergovernmental Agreement

1. Agreement Number 79-99-0211	2. Effective Date See Block 19	3. Facility Code(s) 6GV	4. DUNS Number 55-745-3008
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Interagency Agreements Washington, DC 20530-1000		6. Local Government Hidalgo County 701 El Cibolo Rd. Edinburg, TX 78541 Tax ID#: 74-6000717	
7. Appropriation Data 15X1020		8. Local Contact Person Lupe Trevino, Sheriff 9. Tel: (956) 383-8114 Email: lupe.trevino@hidalgoso.org	
Services		**Estimated Number of Federal Beds**	**Per-Diem Rate**
10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.		11. 50	12. $52.00
13. Optional Guard/Transportation Services to: ☒ Medical Facility ☐ U.S. Courthouse		14. Guard/Transportation Hourly Rate: $12.55 Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.	
15. Local Government Certification *To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the body governing the Department or Agency and the Department or Agency will comply with all provisions set forth herein.*		16. Signature of Person Authorized to Sign (Local) Signature Judge D. Salinas, III Print Name County Judge Title MAY 05 2009 Date	
17.Prisoner and Detainee Type Authorized ☒ Adult Male ☒ Adult Female ☐ Juvenile Male ☐ Juvenile Female	18. Other Authorized Agency User ☒ BOP ☒ ICE	19. Signature of Person Authorized to Sign (Federal) Signature Mary Horsey Print Name Grants Specialist Title JUN - 3 2009 Date	

Continued Page of Execution for:

U.S. Department of Justice
United State Marshals Service

Detention Services
Intergovernmental Agreement

Between
U.S. Department of Justice/United States Marshals Service
and
Hidalgo County

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

Approved as to form:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

Authority 3
Purpose of Agreement and Security Provided 3
Period of Performance 3
Assignment and Outsourcing of Jail Operations 4
Medical Services 4
Receiving and Discharge of Federal Detainees 5
Optional Guard/Transportation Services to Medical Facility 6
Optional Guard/Transportation Services to U.S. Courthouse 6
Special Notifications 7
Prisoner Rape Elimination Act (PREA) 7
Service Contract Act 7
Per-Diem Rate 8
Billing and Financial Provisions 8
Payment Procedures 9
Modifications and Disputes 9
Inspection of Services 10
Litigation 10
Prisoner Rape Elimination Act Reporting Information 11

Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and Hidalgo County (hereinafter referred to as the "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) to house federal detainees with the Local Government at the Hidalgo County Jail (hereinafter referred to as "the facility").

The population (hereinafter referred to as "federal detainees") will include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees shall also be housed in a manner that is consistent with federal law and the Federal Performance-Based Detention Standards.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than one-hundred twenty (120) calendar days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

Overall management and operation of the facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide federal detainees with the full range of medical care **inside** the detention facility. The level of care inside the facility should be the same as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the facility to federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above-referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the facility to federal detainees. The Federal Government must be billed directly by the medical care provider **not** the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All **outside** medical care provided to federal detainees must be pre-approved by the Federal Government. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the federal detainee's illness or injury as well as the types of treatment provided.

Medical care for federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with USMS Inspection Guidelines, Form USM-218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical recordkeeping.

The facility shall have in place an adequate infectious disease control program which includes testing of all federal detainees for Tuberculosis (TB) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are used, they shall be read between 48 and 72 hours after placement.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the federal detainee's

medical record. Special requests for expedited TB testing and clearance (to include time-sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent federal prisoners.

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

The Local Government shall not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). Those federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the district United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to any U.S. Courthouse without a specific request from the USM who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a federal detainee. The Local Government shall use all reasonable means to apprehend the escaped federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a federal detainee is involved in an attempted escape or conspiracy to escape from the facility.

In the event of the death or assault of a federal detainee, the Local Government shall immediately notify the Federal Government.

Prisoner Rape Elimination Act (PREA)

The facility is requested to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults. (See Attached)

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: www.arnet.gov.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent government estimate for detention services, otherwise known has the Core Rate;

2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;

3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;

4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is **$52.00**, and shall not be subject to adjustment on the basis of **Hidalgo County** actual cost experience in providing the service. **The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for thirty-six (36) months.** The per-diem rate covers the support of one (1) federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on the DSNetwork will be required before a new per-diem rate can be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for federal detainees housed at the facility.

Addresses for the components are:

United States Marshals Service
Southern District of Texas
Bob Casey Federal Courthouse
515 Rusk Avenue, Room 10002
Houston, Texas 77002address
(713) 718-4000

Bureau of Prisons
Community Corrections Office
515 Rusk Avenue, Room 12016
Houston, TX 7702
(713) 718-4781

Immigration and Customs Enforcement
Nuria T. Prendes, Field Office Director
8101 N. Stemmons Freeway
Dallas, TX 75247
(214) 905-5860

To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per-diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

Hidalgo County
701 Cibolo Road
Edinburg, TX 78541

Modifications and Disputes

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both parties agree they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator to promote improvements to facility operations, conditions of confinement, and levels of services.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and be provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Prisoner Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- **Using Abusive or Obscene Language**
- **Sexual Assault**
- **Making a Sexual Proposal**
- **Indecent Exposure**
- **Engaging in Sex Act**

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, **at no expense to you,** the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

QuickTime™ and a decompressor are needed to see this picture.

Published February 2008

AI-15242 **15.G.1.**

Detention Services Intergovernmental Agreement
CC REGULAR

Date: 05/05/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a Detention Services Intergovernmental Agreement between the U. S. Department of Justice/United States Marshall Service and Hidalgo County pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553) in connection with provision of bed space for federal prisoners

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Fiscal impact is in the form of revenue at a rate of $52.00/diem.

Attachments

Link: Back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/29/2009 02:14 PM	APRV
2	Budget & Management	Veronica Lopez	04/29/2009 04:10 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/01/2009 04:39 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Marty Salazar Started On: 04/29/2009 01:43 PM
Final Approval Date: 05/01/2009

Leticia Saenz

From: Horsey, Mary (USMS) [Mary.Horsey@usdoj.gov]
Sent: Wednesday, June 03, 2009 2:26 PM
To: Ramos, Alex (USMS)
Cc: Adams, Ann (USMS); leticia.saenz@co.hidalgo.tx.us
Subject: Hidalgo County

Good Afternoon,

I just wanted to inform everyone that I have signed Hidalgo County IGA, effective June 03, 2009. I will FedEx a signed original copy to the District Office for their file, and an original signed copy to the County for their files. Thanks to everyone for you assistance and patience in getting this accomplished.

Mary Horsey
Grant/Cooperative
Agreement Specialist
Office of Detention Management
Prisoner Operations Division
(202) 307-5103
(202) 305-9434

U.S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. MODIFICATION NO.	2. REQUEST FOR DETENTION SERVICES NO.	3. EFFECTIVE DATE OF MODIFICATION
One (1)	11-093	See Block 12B

4. ISSUING OFFICE	5. LOCAL GOVERNMENT	6. IGA NO.
U.S. Marshals Service Prisoner Operations Division 2604 Jefferson Davis Highway Alexandria, VA 22301-1025	Hidalgo County 701 El Cibolo Road Edinburg, TX 78541	79-99-0211
		7. FACILITY CODE (S) 6GV

8. ACCOUNTING CITATION	9. ESTIMATED ANNUAL PAYMENT
15X1020	

10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 5, REMAIN UNCHANGED. TERM OF THIS MODIFICATION:

The purpose of this modification is to add the U.S. Customs and Border Protection to the IGA as a rider on Page 8 of 11, Billing and Financial Provisions, as follows:

U.S. Customs and Border Protection
Border Patrol Contracting Division
4400 South Expressway 281
Edinburg, TX 78542
(956) 289-4800

11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:

A.	B.
A. X LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. ___ LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ ( ) COPIES TO THE USMS

12. APPROVAL:

A. LOCAL GOVERNMENT	B. FEDERAL GOVERNMENT
SIGNATURE	Jackie Gomez SIGNATURE
TITLE / DATE	Grants Specialist / MAY 10 2011 TITLE / DATE

USMS HQ USE ONLY

Form USM-241a
(Rev. 3/99)

AI-32401 **12. G.**

CC CONSENT

Meeting Date: 05/29/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Acceptance and approval of the following items as submitted through project engineer, SAM Engineering & Surveying for contractor Homero Alvarez, dba Alvarez Construction in connection with Morningside South Subdivision, Pct. No. 2 through-contract #C-CAP-11-022-03-07:

1. Application for payment No. 5 in the amount of $8,226.00;
2. Application for payment No. 6 (Retainage Release) in the amount of $28,266.44;
3. "Certificate of Construction Completion" reflecting the date of January 22, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-900-0-733

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

BUDGETARY IMPACT:

P.O.#660987 available balance is $13,865.73 as of 05/24/12.

FISCAL YEAR: 2 ACCT. #: 2-1312-206-00-000-028-0-000

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

BUDGETARY IMPACT:

Retainage account shows $27,352.44 available balance plus additional retainage from payment of $914.00 = $28,266.44 total retainage.

Attachments

Application for Payment No.5 Final Morningside South Subdivision

Application for Payment No.6 Retainage Release Morningside South Subdivision

Certificate of Construction Completion Morningside South Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	05/16/2012 04:25 PM
Purchasing Department	Marty Salazar	05/24/2012 12:42 PM
Budget & Management	Merlen P. Munoz	05/24/2012 01:02 PM
Roland Garcia	Rolando Garcia	05/24/2012 04:11 PM
Auditor's Office	Monica Badillo	05/25/2012 02:41 PM

Form Started By: Marcie Jackson Started On: 05/16/2012 02:43 PM

Final Approval Date: 05/25/2012

APPLICATION FOR PAYMENT 5

To: **Hidalgo County Precinct 2** (OWNER)
From: **Alvarez Construction, Homero Alvarez** (CONTRACTOR)
Project: **Morningside South Subdivision Road & Drainage Improvements**
Owner's Contract No.: **C-CAP-11-022-03-07** Engineer's Project No. _____
For Work accomplished through the date of: **January 22, 2012**

1. Original Contract Price:		$ 302,664.38
2. Net change by Change Order and Written Agreements(+or-):		$ -
3. Current Contract Price (1 plus 2):		$ 302,664.38
4. Total completed and stored to date:		$ 282,664.38
5. Retainage (per Agreement):		
10% of completed Work:	$ 28,266.44	
_____ of stored material	$ -	
Total Retainage:		$ 28,266.44
6. Total completed and stored to date less retainage (4 minus 5)		$ 274,397.94
7. Less previous Application for Payments:		$ 266,171.94
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 8,226.00

$254,397.91
20,000.00 Urban County
$274,397.94

Accompanying Documentation:

REQ.# 197361 P.O.# 660987
2-1312-431-00-122-900-0-733→$9,140.00
<-914.00>=$8,226.00

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 throug 5 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 5-2-12

ALVAREZ CONSTRUCTION
CONTRACTOR
By: Homero Alv

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 2nd day of May 2012

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

Norma Vera
Notary Public
My Commission expires: March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

ENGINEER
By: Samuel D Maldonado

Exhibit E-C

INVOICE RECEIVED BY: Maria Jacobo ON 5/4/12
GOODS/SERVICES RECEIVED BY: Maria Jacobo ON 5/4/12

Homer Alvarez d/b/a Alvarez Construction	Contractor Name
July 10, 2011	Starting Date
October 8, 2011	Project Ending Date
10%	Retainage Percent

Application No:	5
Application Date:	February 2, 2012
Period To:	January 22, 2012
Engineer Firm:	SAM Engineerng & Surveying

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Payment Application No.1	Payment Application No.2	Payment Application No.3	Payment Application No.4	Payment Application No.5	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080900	Morningside South	$ 302,664.38	$ 20,000.00	$ 94,191.50	$ 146,657.88	$ 32,675.00	$ 9,140.00	$ 302,664.38	$ -	$ 28,266.44	$ 254,397.94	$ 246,171.94	$ 8,226.00
		$ 302,664.38	$ 20,000.00	$ 94,191.50	$ 146,657.88	$ 32,675.00	$ 9,140.00	$ 302,664.38	$ -	$ 28,266.44	$ 254,397.94	$ 246,171.94	$ 8,226.00

NOTE- APPLICATION FOR PAYMENT NO.1 WAS PAID OUT BY URBAN COUNTY PROGRAM
SEE CONTRACT.

ALVAREZ CONSTRUCTION — Contractor Name
7/10/2011 — Starting Date
10/8/2011 — Project Ending Date
MORNINGSIDE SOUTH SUBDIVISION — Engineer's / County Project Description

Application No.: 5
Application Date: 2/2/2012
Period To: 1/22/2012
Engineer's / County Project No.: C-CAP-11-022-03-07

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Fourth Month Monthly Quan	Fourth Month QTY to Date	Fourth Month Item Cost (Monthly)	Fifth Month Monthly Quan	Fifth Month QTY to Date	Fifth Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																									
1	100	PREPARATION OF RIGHT-OF-WAY	STA	$ 840.00	23.82	20,008.80	$ -	0.0	-	15.20	15.20	$ 12,768.00	8.62	23.82	$ 7,240.80	-	23.82	-	-	-	-	-	-	-	23.82	0.00	$ 0.00
2	152	6" ROAD GRADER WORK (DENS CONT)SUBGR/	SY	$ 2.00	10,196.0	20,392.00	$ -	0.0	-	3616.00	3616.00	$ 7,232.00	6,580.00	10,196.00	$ 13,160.00	-	10,196.00	-	-	-	-	-	-	-	10,196.00	0.00	$ -
3	247	8" FLEX BASE (COMPL IN PLC) (TY-D GR6 CL3)	SY	$ 5.30	9,651.5	51,152.95	$ -	0.0	-	0.00	0.00	$ -	4,899.00	4,899.00	$ 25,964.70	4,752.50	9,651.50	25,188.25	-	-	-	-	-	-	9,651.50	0.00	$ -
4	260	LIME TREATMENT AT 3%	TONS	$ 200.00	86.0	17,200.00	$ -	0.0	-	0.00	0.00	$ -	65.00	65.00	$ 13,000.00	21.00	86.00	4,200.00	-	-	-	-	-	-	86.00	0.00	$ -
5	310	ASPH MATRL (MC-30)	GAL	$ 8.00	1,931.0	15,448.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	1,931.00	1,931.00	15,448.00	-	-	-	-	-	-	1,931.00	0.00	$ -
6	340	1 1/2" HOT MIX ASPHALT CONC. TYPE -D	SY	$ 6.75	8,287.5	55,940.63	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	8,287.50	8,287.50	55,940.63	-	-	-	-	-	-	8,287.50	0.00	$ -
7	500	MOBILIZATION	LS	$ 3,000.00	1.0	3,000.00	$ -	0.0	-	0.00	0.00	$ -	1.00	1.00	$ 3,000.00	-	1.00	-	-	-	-	-	-	-	1.00	0.00	$ -
8	502	BARRICADES, SIGN AND TRAFFIC HANDLING	MO	$ 1,000.00	4.0	4,000.00	$ -	0.0	-	0.00	0.00	$ -	1.00	1.00	$ 1,000.00	3.00	4.00	3,000.00	-	-	-	-	-	-	4.00	0.00	$ -
		Total Roadway				**187,142.38**						**$ 20,000.00**			**$ 63,365.50**			**103,776.88**			-			-			$ 0.00
		DRAINAGE																									
9	529	CONC CURB & GUTTER (18"X12")	LF	$ 7.00	4,764.5	33,351.50	$ -	0.0	-	0.00	0.00	$ -	2,268.00	2,268.00	$ 15,876.00	2,496.50	4,764.50	17,475.50	-	-	-	-	-	-	4,764.50	0.00	$ -
10	360	DRIVEWAY (CONCRETE)	SY	$ 25.00	851.5	21,287.50	$ 25.00	537.9	13,447.50	0.00	0.00	$ -	318.00	318.00	$ 7,950.00	533.50	851.50	13,337.50	-	-	-	(313.60)	537.90	(7,840.00)	537.90	0.00	$ -
11	467	SAFETY END TREATMENT	EA	$ 1,000.00	8.0	8,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	8.00	8.00	8,000.00	-	-	-	-	-	-	8.00	0.00	$ -
12	467	TYPE "C" GRATE INLET	EA	$ 4,000.00	3.0	12,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	3.00	3.00	$ 12,000.00	-	-	-	3.00	0.00	$ -
13	506	TEMP SEDMTCONT FENCE	LF	$ 1.50	4,795.0	7,192.50	$ 1.50	300.0	450.00	0.00	0.00	$ -	-	-	$ -	-	-	-	300.00	300.00	$ 450.00	-	-	-	300.00	0.00	$ -
14	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	$ 0.50	4,795.0	2,397.50	$ 0.50	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	-	-	$ -	-	-	-	-	0.00	$ -
16	530	DRIVEWAY (ASPH CONC PAV) (PB-1)	SY	$ 8.00	508.5	4,068.00	$ 8.00	1,299.8	10,398.40	0.00	0.00	$ -	-	-	$ -	508.50	508.50	4,068.00	-	-	$ -	791.30	1,299.80	6,330.40	1,299.80	0.00	$ -
17	556	18" RCP STORM DRAIN CL III	LF	$ 35.00	200.0	7,000.00	$ 35.00	224.0	7,840.00	0.00	0.00	$ -	200.00	200.00	$ 7,000.00	-	200.00	-	-	-	$ -	24.00	224.00	840.00	224.00	0.00	$ -
18	556	72" RCP STORM DRAIN CL III	LF	$ 200.00	80.9	16,180.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	80.90	80.90	$ 16,180.00	-	-	-	80.90	0.00	$ -
		TRENCH PROTECTION	LF	$ 50.00	80.9	4,045.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	80.90	80.90	$ 4,045.00	-	-	-	80.90	0.00	$ -
CO2	NEW	10'X10' JUNCTION BOX	EA				$ 9,809.60	1.0	9,809.60													1.00	1.00	$ 9,809.60	1.0		
		Total Drainage				**115,522.00**						**$ -**			**$ 30,826.00**			**42,881.00**			**$ 32,675.00**			**$ 9,140.00**			$ -
		TOTAL BASE AMOUNTS				**302,664.38**						**$ 20,000.00**			**$ 94,191.50**			**146,657.88**			**$ 32,675.00**			**$ 9,140.00**			**$ 0.00**

Samuel D Maldonado — Print Name
5/2/2012 — Date
Signature

Exhibit E-O

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

RECEIVED
MAY 15 2012
BY: MG

ESTIMATE NO. 5 CONTRACTOR Homero Alvarez dba Alvarez Construction

PROJECT NO. C-CAP-11-022-03-07 COUNTY Hidalgo DATE WORK BEGAN 7-10-11

TIME COMPUTED FROM Daily Log DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
November	6			No Work Waiting on Permits
	7			" "
	8			" "
	9			" "
	10			" "
	11			" "
	12			" "
	13			" "
	14			" "
	15			" "
	16			" "
	17			" "
	18			" "
	19			" "
	20			" "
	21			" "
	22			" "
	23			" "
	24			Excavating Roadway
	25			" "
	26			No Work
	27			"
	28			"
	29			"
	30			"
December	1			"
	2			"
	3			"
	4			"
	5			Installing 72" Pipe
	6			" "
	7			" "
	8			" "
	9			" "
	10			" "
	11			No Work Raining
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

HDL

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Texas Department of Transportation

Contract Time Statement

Form 252 (Rev. 12/82)
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(GSD-EPC Word 97)

ESTIMATE NO. 5 CONTRACTOR Arnoldo Alvarez Alvarez Construction

PROJECT NO. C-CAR-11-022-0307 COUNTY Hidalgo DATE WORK BEGAN 7-10-11

TIME COMPUTED FROM Daily Log DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
December	12			NO work Raining
	13			" "
	14			Install Irrigation Line
	15			" "
	16			" "
	17			" "
	18			NO Work
	19			" "
	20			Formed Inlets
	21			"
	22			"
	23			"
	24			NO Work
	25			NO Work
	26			Formed Inlets
	27			Inlets
	28			"
	29			"
	30			"
	31			NO Work
2 January	1			NO Work
	2			Inlets
	3			"
	4			"
	5			"
	6			"
	7			NO Work
	8			NO Work.
	9			Inlets
	10			"
	11			Detail Work
	12			"
	13			" "
	14			NO Work
	15			NO Work.
	16			Detail Work.
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1958

Texas Department of Transportation

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Contract Time Statement

ESTIMATE NO. 5 CONTRACTOR Homero Alvarez dba Alvarez Construction

PROJECT NO. C-CAP1-022-0307 COUNTY Hidalgo DATE WORK BEGAN 7-10-17

TIME COMPUTED FROM Daily Log DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
January 2017	17			Detail Work
	18			" "
	19			" "
	20			NO Work
	21			NO Work
	22			NO Work
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS

NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. PER DAY $ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

APPLICATION FOR PAYMENT 6
(Retainage)

To: **Hidalgo County Precinct 2** (OWNER)
From: **Alvarez Construction, Homero Alvarez** (CONTRACTOR)
Project: **Morningside South Subdivision Road & Drainage Improvements**
Owner's Contract No.: **C-CAP-11-022-03-07** Engineer's Project No. _____
For Work accomplished through the date of: **January 22, 2012**

1. Original Contract Price:		$ 302,664.38
2. Net change by Change Order and Written Agreements(+or-):		$ -
3. Current Contract Price (1 plus 2):		$ 302,664.38
4. Total completed and stored to date:		$ 282,664.38
5. Retainage (per Agreement):		
10% of completed Work:	$ -	
_____ of stored material	$ -	
Total Retainage:		$ -
6. Total completed and stored to date less retainage (4 minus 5)		$ 302,664.38
7. Less previous Application for Payments:		$ 274,397.94
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 28,266.44

$ 282,664.38
20,000.00 Urban Cable
$ 302,664.38

Accompanying Documentation:

REQ.# 197361 P.O.# 660987
2-1312-206-00-000-028-0-000→$28,266.44
MORNINGSIDE SOUTH-RTNG PAYBLE

05/15/2012

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 5 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 5-2-12

ALVAREZ CONSTRUCTION
CONTRACTOR
By: Homero Alv

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 2nd day of May 2012

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

Norma Vera
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

ENGINEER
By: Samuel Maldonado

Exhibit E-C

INVOICE RECEIVED BY: _____ ON 5/4/12
GOODS/SERVICES RECEIVED BY: _____ ON 5/4/12

Homer Alvarez d/b/a Alvarez Construction	Contractor Name
July 10, 2011	Starting Date
October 8, 2011	Project Ending Date
10%	Retainage Percent

Application No:	6 Retainage Release
Application Date:	February 2, 2012
Period To:	January 22, 2012
Engineer Firm:	SAM Engineerng & Surveying

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Payment Application No.1	Payment Application No.2	Payment Application No.3	Payment Application No.4	Payment Application No.5	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080900	Morningside South	$ 302,664.38	$ 20,000.00	$ 94,191.50	$ 146,657.88	$ 32,675.00	$ 9,140.00	$ 302,664.38	$ -	$ -	$ 302,664.38	$ 274,397.94	$ 28,266.44
		$ 302,664.38	$ 20,000.00	$ 94,191.50	$ 146,657.88	$ 32,675.00	$ 9,140.00	$ 302,664.38	$ -	$ -	$ 302,664.38	$ 274,397.94	$ 28,266.44

NOTE- APPLICATION FOR PAYMENT NO.1 WAS PAID OUT BY URBAN COUNTY PROGRAM
SEE CONTRACT.

ALVAREZ CONSTRUCTION — Contractor Name
7/10/2011 — Starting Date
10/8/2011 — Project Ending Date
MORNINGSIDE SOUTH SUBDIVISION — Engineer's / County Project Description

Application No.: 6
Application Date: 2/2/2012
Period To: 1/22/2012
Engineer's / County Project No.: C-CAP-11-022-03-07

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Revised Schedule Value: Revised Rates	Revised Schedule Value: Quan	Revised Schedule Value: Dollars	First Month: Monthly Quan	First Month: QTY to Date	First Month: Item Cost (Monthly)	Second Month: Monthly Quan	Second Month: QTY to Date	Second Month: Item Cost (Monthly)	Third Month: Monthly Quan	Third Month: QTY to Date	Third Month: Item Cost (Monthly)	Fourth Month: Monthly Quan	Fourth Month: QTY to Date	Fourth Month: Item Cost (Monthly)	Fifth Month: Monthly Quan	Fifth Month: QTY to Date	Fifth Month: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		ROADWAY																									
1	100	PREPARATION OF RIGHT-OF-WAY	STA	$ 840.00	23.82	20,008.80	$ -	0.0	-	15.20	15.20	$ 12,768.00	8.62	23.82	$ 7,240.80	-	23.82	-	-	-	-	-	-	-	23.82	0.00	$ 0.00
2	152	6" ROAD GRADER WORK (DENS CONT)SUBGR/	SY	$ 2.00	10,196.0	20,392.00	$ -	0.0	-	3616.00	3616.00	$ 7,232.00	6,580.00	10,196.00	$ 13,160.00	-	10,196.00	-	-	-	-	-	-	-	10,196.00	0.00	$ -
3	247	8" FLEX BASE (COMPL IN PLC) (TY-D GR6 CL3)	SY	$ 5.30	9,651.5	51,152.95	$ -	0.0	-	0.00	0.00	$ -	4,899.00	4,899.00	$ 25,964.70	4,752.50	9,651.50	25,188.25	-	-	-	-	-	-	9,651.50	0.00	$ -
4	260	LIME TREATMENT AT 3%	TONS	$ 200.00	86.0	17,200.00	$ -	0.0	-	0.00	0.00	$ -	65.00	65.00	$ 13,000.00	21.00	86.00	4,200.00	-	-	-	-	-	-	86.00	0.00	$ -
5	310	ASPH MATRL (MC-30)	GAL	$ 8.00	1,931.0	15,448.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	1,931.00	1,931.00	15,448.00	-	-	-	-	-	-	1,931.00	0.00	$ -
6	340	1 1/2" HOT MIX ASPHALT CONC. TYPE -D	SY	$ 6.75	8,287.5	55,940.63	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	8,287.50	8,287.50	55,940.63	-	-	-	-	-	-	8,287.50	0.00	$ -
7	500	MOBILIZATION	LS	$ 3,000.00	1.0	3,000.00	$ -	0.0	-	0.00	0.00	$ -	1.00	1.00	$ 3,000.00	-	1.00	-	-	-	-	-	-	-	1.00	0.00	$ -
8	502	BARRICADES, SIGN AND TRAFFIC HANDLING	MO	$ 1,000.00	4.0	4,000.00	$ -	0.0	-	0.00	0.00	$ -	1.00	1.00	$ 1,000.00	3.00	4.00	3,000.00	-	-	-	-	-	-	4.00	0.00	$ -
		Total Roadway				**187,142.38**						**$ 20,000.00**			**$ 63,365.50**			**103,776.88**			-			-			$ 0.00
		DRAINAGE																									
9	529	CONC CURB & GUTTER (18"X12")	LF	$ 7.00	4,764.5	33,351.50	$ -	0.0	-	0.00	0.00	$ -	2,268.00	2,268.00	$ 15,876.00	2,496.50	4,764.50	17,475.50	-	-	-	-		-	4,764.50	0.00	$ -
10	360	DRIVEWAY (CONCRETE)	SY	$ 25.00	851.5	21,287.50	$ 25.00	537.9	13,447.50	0.00	0.00	$ -	318.00	318.00	$ 7,950.00	533.50	851.50	13,337.50	-	-	-	(313.60)	537.90	(7,840.00)	537.90	0.00	$ -
11	467	SAFETY END TREATMENT	EA	$ 1,000.00	8.0	8,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	8.00	8.00	8,000.00	-	-	-	-	-	-	8.00	0.00	$ -
12	467	TYPE "C" GRATE INLET	EA	$ 4,000.00	3.0	12,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	3.00	3.00	$ 12,000.00	-	-	-	3.00	0.00	$ -
13	506	TEMP SEDMTCONT FENCE	LF	$ 1.50	4,795.0	7,192.50	$ 1.50	300.0	450.00	0.00	0.00	$ -	-	-	$ -	-	-	-	300.00	300.00	$ 450.00	-	-	-	300.00	0.00	$ -
14	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	$ 0.50	4,795.0	2,397.50	$ 0.50	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	-	-	$ -	-	-	-	-	0.00	$ -
16	530	DRIVEWAY (ASPH CONC PAV) (PB-1)	SY	$ 8.00	508.5	4,068.00	$ 8.00	1,299.8	10,398.40	0.00	0.00	$ -	-	-	$ -	508.50	508.50	4,068.00	-	-	$ -	791.30	1,299.80	6,330.40	1,299.80	0.00	$ -
17	556	18" RCP STORM DRAIN CL III	LF	$ 35.00	200.0	7,000.00	$ 35.00	224.0	7,840.00	0.00	0.00	$ -	200.00	200.00	$ 7,000.00	-	200.00	-	-	-	$ -	24.00	224.00	840.00	224.00	0.00	$ -
18	556	72" RCP STORM DRAIN CL III	LF	$ 200.00	80.9	16,180.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	80.90	80.90	$ 16,180.00	-	-	-	80.90	0.00	$ -
		TRENCH PROTECTION	LF	$ 50.00	80.9	4,045.00	$ -	0.0	-	0.00	0.00	$ -	-	-	$ -	-	-	-	80.90	80.90	$ 4,045.00	-	-	-	80.90	0.00	$ -
CO2	NEW	10'X10' JUNCTION BOX	EA				$ 9,809.60	1.0	9,809.60													1.00	1.00	$ 9,809.60			
		Total Drainage				**115,522.00**						**$ -**			**$ 30,826.00**			**42,881.00**			**$ 32,675.00**			**$ 9,140.00**			$ -
		TOTAL BASE AMOUNTS				**302,664.38**						**$ 20,000.00**			**$ 94,191.50**			**146,657.88**			**$ 32,675.00**			**$ 9,140.00**			**$ 0.00**

Samuel Dimaldonado — Print Name
5/9/2012 — Date
Signature

RECEIVED
MAY 15 2012
BY:

Exhibit E-O

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 22nd DAY OF January, 2012 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: March 07, 2011
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Homer Alvarez dba Alvarez Construction
OF THE CITY OF Donna STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Morningside South Subdivision

CONTRACT NO: C-CAP-11-022-03-07
Located in or near the City/Precinct Of Alamo, Texas

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: N/A

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$302,664.38
Present Amount of Contract	$302,664.38
Total Amount of earned to Date	$302,664.38
Less: previous payments	$274,397.94
Balance	$ 28,266.44
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 28,266.44

6. That the final payment in the amount of twenty eight thousand, two hundred sixty six and 44/100 is now due and payable.

Engineer's Signature

CONCURRED BY:

Homero Alv
Contractor's Name

By: HomeroAlvarez

Title: Owner

CONCURRED BY:

City/Precinct

By: _____

Title: _____

Exhibit E-L