AI-33674 **2. A.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

2012 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-21-170-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 08/17/2012.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/10/2012 01:27 PM
Ana Galvan	Ana Galvan	08/17/2012 04:23 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Maria Medina Started On: 08/10/2012 01:18 PM

Final Approval Date: 08/17/2012

DATE: August 10, 2012

2011
Transfer

DEPARTMENT HEAD: RAY EUFRACIO, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 2-1100-415-21-170-001-0-XXX

Contact Person: Susie Medina Ph#: (956) 318-2511 Ext. 4602

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
350	Other Services	810	Dues and memberships	$ 135.00
442	Rental of equipment and vehicles	810	Dues and memberships	$ 36.50
532	Wireless devices	810	Dues and memberships	$ 484.00
535	Postage and express mail charges	810	Dues and memberships	$ 100.00
			TOTAL	$755.50

REASON: ***Transfer needed to cover cost of membership dues with Government Finance Officers Association.***

DEPARTMENT HEAD SIGNATURE

8/10/12
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33745 **2. B.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2012 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/17/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 12:54 PM
Ana Galvan	Ana Galvan	08/17/2012 04:50 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Rene Perez Started On: 08/15/2012 11:29 AM

Final Approval Date: 08/17/2012

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 8/13/2012

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 2-1100-415-40-180-001-0

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
535	POSTAGE	601	OFFICE & COMPUTER SUPPLIES	$2,000.00
535	POSTAGE	661	MINOR OFFICE FURNITURE & EQUIP	$4,500.00
535	POSTAGE	743	OFFICE FURNITURE & EQUIP	$6,600.00
342	INFO & CREDIT SERVICE	431	BLDG&OTHER STRUC R&M	$1,500.00
342	INFO & CREDIT SERVICE	631	BOTTLED WATER	$500.00
			TOTAL	**$15,100.00**

REASON: To pay for some up coming needed expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

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

956.318.2100 ~ fax 956.318.2105

www.hidalgocountyclerk.us

AI-33760 **2. C.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2012 - Executive Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 08/17/2012.

Attachments

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 04:27 PM
Ana Galvan	Ana Galvan	08/17/2012 04:46 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Monica Badillo Started On: 08/15/2012 03:50 PM

Final Approval Date: 08/17/2012

DATE: August 15, 2012

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: EXECUTIVE OFFICE

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
613	Safety supplies	**583**	out of co. travel	**500.00**
619	other misc. supplies	**583**	out of co. travel	**500.00**
672	Eq.& veh. R&M supplies	**583**	out of co. travel	**800.00**
672	Eq.& veh. R&M supplies	**584**	registration fees	**200.00**
581	travel - in county	**584**	registration fees	**200.00**
550	printing & binding	**626**	gasoline/diesel	**1,558.75**
			TOTAL	**3,758.75**

REASON: **To allocate funds for 2012 upcoming travel expenditures for Valde Guerra and Martin Ramirez and for fuel for Tomas Salazar's vehicle (courier).**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-33641 **2. D.**

CC CONSENT

Meeting Date: 08/21/2012

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-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/17/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 04:51 PM
Ana Galvan	Ana Galvan	08/17/2012 03:50 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Mike Escaname Started On: 08/08/2012 04:01 PM

Final Approval Date: 08/17/2012

Date: August 8, 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
Subject: 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
2-1293-441-00-340-012-2-601	OFFICE & COMPU SUPPL	2-1293-441-00-340-012-2-550	PRINTING & BINDING	$ 2,700.00
2-1293-441-00-340-012-2-601	OFFICE & COMPU SUPPL	2-1293-441-00-340-012-2-672	EQ&VEH R&M SUPPLIES	$ 900.00
			Amount	$ 3,600.00

Reason: Line item transfer needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-33659 **2. E.**

CC CONSENT

Meeting Date: 08/21/2012

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. #: 2-1293-441-00-340-054-2-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/09/2012 01:02 PM
Veronica Ortiz	Veronica Ortiz	08/16/2012 04:56 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Mike Escaname Started On: 08/09/2012 11:55 AM

Final Approval Date: 08/17/2012

Date: August 9, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-054-2- BBHW 2012
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
2-1293-441-00-340-054-2-601	BBHW-OFFICE & COMPUTER	2-1293-441-00-340-054-2-339	BBHW-OTHER PROF SERVICE	$883.00
2-1293-441-00-340-054-2-603	BBHW-EDUCATION/INSTRUC	2-1293-441-00-340-054-2-339	BBHW-OTHER PROF SERVICE	$17.00
			Amount	$ 900.00

Revenue Account
Amount Requested: $ 900.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-33630 **2. F.**

CC CONSENT

Meeting Date: 08/21/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 03:15 PM
Veronica Ortiz	Veronica Ortiz	08/16/2012 05:14 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Mike Escaname Started On: 08/08/2012 02:23 PM

Final Approval Date: 08/17/2012

Date: August 8, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-10-340-013-2- CPH BIO PREP
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1293-441-10-340-013-2-320	CPH BIO PREP-PROFESSIONA	2-1293-441-10-340-013-2-747	CPH BIO PREP-SOFTWARE	$12,000.00
2-1293-441-10-340-013-2-581	CPH BIO PREP-TRAVEL IN CO	2-1293-441-10-340-013-2-672	CPH BIO PREP-EQ&VEH R&M S	$700.00
2-1293-441-10-340-013-2-583	CPH BIO PREP-TRAVEL OUT C	2-1293-441-10-340-013-2-679	CPH BIO PREP-REPAIR & MAIN	$5,100.00
2-1293-441-10-340-013-2-583	CPH BIO PREP-TRAVEL OUT C	2-1293-441-10-340-013-2-619	CPH BIO PREP-OTHER MISCEL	$1,200.00
2-1293-441-10-340-013-2-584	CPH BIO PREP-REGISTRATION	2-1293-441-10-340-013-2-665	CPH BIO PREP-MINOR COMPUT	$1,355.00
2-1293-441-10-340-013-2-550	CPH BIO PREP-PRINTING AND	2-1293-441-10-340-013-2-672	CPH BIO PREP-EQ&VEH R&M S	$1,000.00
2-1293-441-10-340-013-2-336	CPH BIO PREP-COMPUTER SE	2-1293-441-10-340-013-2-604	CPH BIO PREP-MEDICAL & LAB	$350.00
2-1293-441-10-340-013-2-336	CPH BIO PREP-COMPUTER SE	2-1293-441-10-340-013-2-664	CPH BIO PREP-OTHER MINOR I	$500.00
2-1293-441-10-340-013-2-336	CPH BIO PREP-COMPUTER SE	2-1293-441-10-340-013-2-743	CPH BIO PREP-OFFICE FURNIT	$2,000.00
2-1293-441-10-340-013-2-336	CPH BIO PREP-COMPUTER SE	2-1293-441-10-340-013-2-747	CPH BIO PREP-SOFTWARE	$ 8,109.53
2-1293-441-10-340-013-2-336	CPH BIO PREP-COMPUTER SE	2-1293-441-10-340-013-2-601	CPH BIO PREP-OFFICE & COMF	$ 5,000.00
			Amount	$ 37,314.53

Revenue Account
Amount Requested: $ 37,314.53

Reason: Line item transfer needed to fund anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-33635 **2. G.**

CC CONSENT

Meeting Date: 08/21/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 08/17/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 03:16 PM
Ana Galvan	Ana Galvan	08/17/2012 01:30 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Mike Escaname Started On: 08/08/2012 02:53 PM

Final Approval Date: 08/17/2012

Date: August 8, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 2-1100-441-00-340-003-0 CLINICS
Subject: Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1100-441-00-340-003-0-581	TRAVEL IN COUNTY	2-1100-441-00-340-003-0-631	BOTTLED WATER	$ 300.00
			Amount	$ 300.00

Reason: Funds needed to meet anticipated expenditures.

Available balance on 08/08/12 ----------> F1100 PRog 001 Obj 581 080812

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-33623 **2. H.**

CC CONSENT

Meeting Date: 08/21/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 08/16/2012.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 11:42 AM
Ana Galvan	Ana Galvan	08/16/2012 09:55 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Mike Escaname Started On: 08/08/2012 10:30 AM

Final Approval Date: 08/17/2012

Date: August 8, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 2-1100-441-00-340-001-0 Administration
Subject: Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1100-441-00-340-001-0-339	OTHER PROF SRV	2-1100-441-00-340-001-0-432	EQUIP & VEH R & M SRV	$ 1,000.00
2-1100-441-00-340-001-0-343	LAUNDRY & DRY CLEANING	2-1100-441-00-340-001-0-432	EQUIP & VEH R & M SRV	$ 3,000.00
2-1100-441-00-340-001-0-421	DISPOSAL	2-1100-441-00-340-001-0-432	EQUIP & VEH R & M SRV	$ 1,000.00
			Amount	$ 5,000.00

Reason: Funds needed to cover anticipated expenditures.

Account balances on 08/08/12 ----------> Account Balances 080812

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-33625 **2. I.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/08/2012 02:06 PM
Budget & Management	Merlen P. Munoz	08/08/2012 02:43 PM
Veronica Ortiz	Veronica Ortiz	08/16/2012 04:56 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Virginia Rodriguez Started On: 08/08/2012 11:18 AM

Final Approval Date: 08/17/2012

DATE: 8/20/2012

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 2-1100-423-21-280-002-0-

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-	619-OTHER MISC. SUPPLIES	2-1100-423-21-280-002-0-	664-OTHER MINOR EQUIP.	1,000.00
2-1100-423-21-280-002-0-	748-OTHER EQUIPMENT	2-1100-423-21-280-002-0-	745-COMPUTER EQUIPMENT	1,500.00

AI-33578 **2. J.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1284-423-00-280-042-1-XXX

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

BUDGETARY IMPACT:

Funds are available as of 8/3/12.

No local match required.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/03/2012 11:46 AM
Budget & Management	Merlen P. Munoz	08/08/2012 07:54 AM
Veronica Ortiz	Veronica Ortiz	08/16/2012 04:57 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 08/03/2012 11:13 AM

Final Approval Date: 08/17/2012

DATE: August 3, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: SCAAP FY2011

ACCOUNT NUMBER: 2-1284-423-00-280-042-1-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1284-423-00-280-042-1-	131 - Overtime	2-1284-423-00-280-042-1-	619 - Other misc. supplies	3,378.84
				$3,378.84

REASON: To purchase 12 dome cameras for the jail.

Emilia Mireles

DEPARTMENT HEAD SIGNATURE

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

AI-33597 **2. K.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2012 - Elections Department (1100)

BACKGROUND

2012-Elections LIT

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 08/16/2012.

Attachments

2012 Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/07/2012 08:04 AM
Ana Galvan	Ana Galvan	08/16/2012 09:14 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Melanie Esparaza Started On: 08/06/2012 04:36 PM

Final Approval Date: 08/17/2012

DATE: August 6, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

2012
Transfer

AI- 33597

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Elections Dept-Office & Computer Suppl	640	Elections Dept-Reference Materials	$100.00
			TOTAL	$100.00

REASON:
Transfer needed to order Atlas Maps for the Department.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33563 **2. L.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Armando Barrera Jr. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2012 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/17/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2012 11:46 AM
Ana Galvan	Ana Galvan	08/17/2012 02:02 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Mary Garcia Started On: 08/02/2012 11:17 AM

Final Approval Date: 08/17/2012

DATE: August 2,2012

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 2-1100-415-15-140-001-0-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
672	EQUIP & VEH R&M SUPPLIES	679	OTHR R&M SUPPLIES	$20.00
431	BLDG & OTHR STRUC R&M SRV	665	MINOR COMPUTER EQUIPMENT	215.00
432	EQUIP & VEH R&M SRV	665	MINOR COMPUTER EQUIPMENT	340.00
664	OTHER MINOR EQUIPMENT	665	MINOR COMPUTER EQUIPMENT	330.00
			TOTAL	$905.00

REASON: To purchase necessary items to operate County Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-33621 **2. M.**

CC CONSENT

Meeting Date: 08/21/2012

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

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2012 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 08-16-12

Attachments

LIT.8-21-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 11:38 AM
Veronica Ortiz	Veronica Ortiz	08/16/2012 05:01 PM
Auditor's Office	Monica Badillo	08/16/2012 05:05 PM
Veronica Ortiz	Veronica Ortiz	08/16/2012 05:15 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Yolanda Orozco Started On: 08/08/2012 10:06 AM

Final Approval Date: 08/17/2012

DATE: August 21, 2012

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 2-1100-422-10-300-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2-1100-422-10-300-001-0-890	Fire Marshal Other		2-1100-422-10-300-001-0-626	Gasoline/Diesel	$10,000.00
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					$10,000.00

REASON: To complete fuel expenditure for the rest of the year 2012.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

08/07/12
DATE

ATTEST COUNTY CLERK

AI-33791 **2. N.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Oscar Montoya Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2012 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 08/17/2012.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 01:28 PM
Ana Galvan	Ana Galvan	08/17/2012 04:53 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: SANDRA DELEON Started On: 08/17/2012 12:14 PM

Final Approval Date: 08/17/2012

DATE: August 16, 2012

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

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

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 NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
540	ADVERTISING	664	OTHER MINOR EQUIPMENT	200.00
550	PRINTING AND BINDING	664	OTHER MINOR EQUIPMENT	200.00
605	CLOTHING AND UNIFORMS	664	OTHER MINOR EQUIPMENT	300.00
412	CABLE/SATELLITE SERVICES	664	OTHER MINOR EQUIPMENT	34.00
			TOTAL	734.00

REASON: TRASNFER IS BEING REQUESTED FOR THE PURCHASE OF A TRUCK COVER FOR AN EMERGENCY RESPOSNE VEHICLE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-33636 **2. O.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2012 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 08-16-12

Attachments

Intra-Dept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 03:19 PM
Veronica Ortiz	Veronica Ortiz	08/16/2012 05:04 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

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

Final Approval Date: 08/17/2012

DATE: August 21, 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	OBJECT DESCRIPTION	AMOUNT
431	IT COUNTYWIDE-BLDG&OTHR STRUC	336	IT COUNTYWIDE-COMPUTER SERVICES	$7,000.00
747	IT COUNTYWIDE-SOFTWARE	336	IT COUNTWIDE-COMPUTER SERVICES	nfere
665	IT COUNTYWIDE-OTHER MINOR EQUIP	336	IT COUNTYWIDE-COMPUTER SERVICES	$32,000.00
			TOTAL	**$39,000.00**

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ____/____/____

ATTEST COUNTY CLERK

AI-33603 **2. P.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2012 - HIDTA (1254)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 8/16/12.

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/07/2012 10:52 AM
Veronica Ortiz	Monica Badillo	08/16/2012 05:33 PM
Erika Zamora	Erika Zamora	08/17/2012 09:55 AM
Auditor's Office	Erika Zamora	08/17/2012 10:15 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Nelda Olivarez Started On: 08/07/2012 10:12 AM

Final Approval Date: 08/17/2012

DATE: AUGUST 7, 2012 Transfer Number: 11

DEPARTMENT HEAD: DORA L. MUNOZ /FOR RENE GUERRA

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

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

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
2-1254-412-00-270-014-0- 431	BLK&OTHER STRUC R&M	2-1254-412-00-270-014-0- 342	INFO & CREDIT SERVICE	2,400.00
2-1254-412-00-270-014-0- 432	EQUIP&VEH R&M SRV	2-1254-412-00-270-014-0- 342	INFO & CREDIT SERVICE	600.00
2-1254-412-00-270-014-0- 432	EQUIP&VEH R&M SRV	2-1254-412-00-270-014-0- 423	CUSTODIAL	2,600.00
2-1254-412-00-270-014-0- 432	EQUIP&VEH R&M SRV	2-1254-412-00-270-014-0- 441	LAND & BLDG RENTALS	2,000.00
2-1254-412-00-270-014-0- 432	EQUIP&VEH R&M SRV	2-1254-412-00-270-014-0- 531	TELEPHONE	500.00
2-1254-412-00-270-014-0- 432	EQUIP&VEH R&M SRV	2-1254-412-00-270-014-0- 532	WIRELESS DEVICES	1,000.00
2-1254-412-00-270-014-0- 432	EQUIP&VEH R&M SRV	2-1254-412-00-270-014-0- 534	INTERNET	500.00
2-1254-412-00-270-014-0- 442	EQUIP&VEHILCE RENTALS	2-1254-412-00-270-014-0- 601	OFFICE & COMPUTER SUPPLIES	2,000.00
2-1254-412-00-270-014-0- 442	EQUIP&VEHILCE RENTALS	2-1254-412-00-270-014-0- 626	GASOLINE	3,500.00
2-1254-412-00-270-014-0- 540	ADVERTISING	2-1254-412-00-270-014-0- 626	GASOLINE	1,500.00
2-1254-412-00-270-014-0- 584	REGISTRATION FEES	2-1254-412-00-270-014-0- 626	GASOLINE	4,000.00
2-1254-412-00-270-014-0- 603	EDUCATION	2-1254-412-00-270-014-0- 626	GASOLINE	1,000.00
2-1254-412-00-270-014-0- 661	MINOR OFFICE FURN&EQUIP	2-1254-412-00-270-014-0- 626	GASOLINE	900.00
2-1254-412-00-270-014-0- 664	OTHER MINOR EQUIPMENT	2-1254-412-00-270-014-0- 626	GASOLINE	400.00
2-1254-412-00-270-014-0- 665	MINOR COMPUTER EQUIP	2-1254-412-00-270-014-0- 626	GASOLINE	1,900.00
2-1254-412-00-270-014-0- 745	COMPUTER EQUIPMENT	2-1254-412-00-270-014-0- 748	OTHER EQUIPMENT	2,000.00
2-1254-412-00-270-014-0- 810	DUE & MEMBERSHIP	2-1254-412-00-270-014-0- 890	OTHER	1,000.00
	TOTAL			**$ 27,800.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

8/7/2012

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

Attest County Clerk — DATE

Budget Officer — DATE

Approved Commissioners' Court — DATE

AI-33609 **2. Q.**

CC CONSENT

Meeting Date: 08/21/2012

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

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. # 1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/16/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 07:57 AM
Ana Galvan	Ana Galvan	08/16/2012 09:33 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Anthony Webber Started On: 08/07/2012 02:45 PM

Final Approval Date: 08/17/2012

DATE: August 7, 2012 **MEETING REQUEST DATE:** August 21, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI# 33609

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 2-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2	1100	452	00	121	013	0	609	AGRI & LANDSCAPING SUPPL	2	1100	452	00	121	013	0	583	OUT-OF-COUNTY EMPLOYEE TRAVEL	585.61
2	1100	452	00	121	013	0	584	REGISTRATION FEES	2	1100	452	00	121	013	0	583	OUT-OF-COUNTY EMPLOYEE TRAVEL	184.00
2	1100	452	00	121	013	0	810	DUES AND MEMBERSHIP	2	1100	452	00	121	013	0	583	OUT-OF-COUNTY EMPLOYEE TRAVEL	150.00
2	1100	452	00	121	013	0	679	OTHER R & M SUPPLIES	2	1100	452	00	121	013	0	612	RECREATIONAL SUPPLIES	860.61
2	1100	452	00	121	013	0	613	SAFETY SUPPLIES	2	1100	452	00	121	013	0	612	RECREATIONAL SUPPLIES	844.34
																		2,624.56

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

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-33729 **2. R.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

Funds available $11,112.47 as of 8/15/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 10:07 AM
Veronica Ortiz	Veronica Ortiz	08/16/2012 04:56 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Katia Garcia Started On: 08/15/2012 08:10 AM

Final Approval Date: 08/17/2012

DATE: August 13, 2012

2012
Transfer

AI-33729

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Parks

ACCOUNT NUMBER: 2-1100-452-00-122-008-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

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
346	HAULING & FREIGHT SERVICES	439	OTHER R&M SERVICES	$2,030.00

AI-33728 **2. S.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 – Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available $7,715.21 as of 8/17/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 10:07 AM
Ana Galvan	Ana Galvan	08/17/2012 04:17 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Katia Garcia Started On: 08/15/2012 08:03 AM

Final Approval Date: 08/17/2012

DATE: August 13, 2012

2012
Transfer

AI-33728

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2 Sanitation

ACCOUNT NUMBER: 2-1100-432-00-122-001-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

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
672	EQUIP & VEH R&M SUPPLIES	532	WIRELESS DEVICES	$350.00
672	EQUIP & VEH R&M SUPPLIES	604	MEDICAL & LAB SUPPLIES	$20.00
672	EQUIP & VEH R&M SUPPLIES	605	CLOTHING & UNIFORMS	$300.00
			TOTAL	**$670.00**

REASON:
Transfer needed to fund expected expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-33732 **2. T.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 – Pct. #2 R&B (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available $948,368.02 as of 8/17/12.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 10:10 AM
Ana Galvan	Ana Galvan	08/17/2012 04:16 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Katia Garcia Started On: 08/15/2012 08:35 AM

Final Approval Date: 08/17/2012

DATE: August 13, 2012

2012
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2 Rd. Maintenance

ACCOUNT NUMBER: 2-1200-431-00-122-006-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	441	LAND & BLDG RENTALS	$7,840.00
890	OTHER	626	GASOLINE/DIESEL	$6,980.00
890	OTHER	664	OTHER MINOR EQUIPMENT	$3,650.00
890	OTHER	672	EQUIP & VEH R&M SUPPLIES	$8,420.00
890	OTHER	748	OTHER EQUIPMENT	$760.00
			TOTAL	$27,650.00

REASON:
Transfer needed to fund expected expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-33615 **2. U.**

CC CONSENT

Meeting Date: 08/21/2012

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. #: 2-1312-431-00-123-141-0-899

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 08:00 AM
Veronica Ortiz	Veronica Ortiz	08/16/2012 04:57 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Marcie Jackson Started On: 08/07/2012 04:16 PM

Final Approval Date: 08/17/2012

DATE: August 7, 2012

2012
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 2-1312-431-00-123-141-0-899

AI-33615 08/21/12

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	CASA DE LOS VECINOS-CONTINGENCY	540	CASA DE LOS VECINOS-ADVERTISING	$925.00
			TOTAL	$925.00

REASON:
Transfer needed for completion of project.

_____ / / _____

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-33596 **2. V.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: CONSTABLE EDDIE GUERRA Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2012 - Constable Pct 4 (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 08-16-12

Attachments

LIT (Goodyear #413)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/06/2012 04:03 PM
Veronica Ortiz	Veronica Ortiz	08/16/2012 04:59 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Nayla Munoz Started On: 08/06/2012 03:33 PM

Final Approval Date: 08/17/2012

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: August 6, 2012

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 2-1100-421-00-294-001-0

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
432	Equip & Veh R&M Srv	672	Eq & Veh R&M Supplies	700.00
			TOTAL	**$700.00**

REASON: Transfer needed to cover operational expenditures.

DEPARTMENT HEAD SIGNATURE

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

AI-33757 **3. A.**

CC CONSENT

Meeting Date: 08/21/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 CO's 2010 A & B (1342):
Approval of 2012 interdepartmental transfer from Pct. 1 Roads, program #041, to Pct. 1 Valdez (Armando-Ditch), in the amount of $4,663.56 to fund road materials expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-0XX-0-731

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

BUDGETARY IMPACT:

program #041 --> 099 in the amount of $4,663.56 to fund increases for PO #'s 678366 & 678351 in relation to road materials expenditures.

Funds available as of 8-15-12.

Attachments

Pct. 1 Valdez - Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/16/2012 08:31 AM
Budget & Management	Merlen P. Munoz	08/16/2012 08:35 AM
Erika Zamora	Erika Zamora	08/17/2012 02:56 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Ivan Cantu Started On: 08/15/2012 03:14 PM

Final Approval Date: 08/17/2012

DATE: August 21, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012

Interdepartmental Transfer

DEPARTMENT NAME: DBM for Pct. 1 CO's 2010 A & B

ACCOUNT NUMBER: 2-1342-431-00-121-0XX-0-731

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
2-1342-431-00-121-041-0- 731	CO 2010 A & B-Pct. 1 Roads-	Roads	(4,663.56)
TO:			
2-1342-431-00-121-099-0- 731	CO 2010 A & B-Pct. 1 Valdez (Armando-Ditch)	Roads	4,663.56
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund PO increases for PO #'s 678366 & 678351 in relation to road materials expenditures for Valdez (Armando-Ditch).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-33730 **3. B.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2012 interdepartmental transfer within R&B Fund 1200 from program (006) to program (005) in the amount of $4,900.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds Available $948,368.02 as of 8/15/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 10:08 AM
Roland Garcia	Rolando Garcia	08/17/2012 09:40 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Katia Garcia Started On: 08/15/2012 08:31 AM

Final Approval Date: 08/17/2012

DATE: August 13, 2012

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2 R&B

ACCOUNT NUMBER: 2-1200-431-00-122-00X-0-XXX

2012
TRANSFER
AI-33730

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

Contact: Katia Garcia
Ph#: 956-787-1891 Ext. 2027

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
2-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	($4,900.00)
TO		
2-1200-431-00-122-005-0-601	PCT2 ADMIN-OFFICE & COMPUTER SUPPLIES	$2,300.00
2-1200-431-00-122-005-0-607	PCT2 ADMIN-HSEHLD & JANITORIAL SUPPLIES	$260.00
2-1200-431-00-122-005-0-622	PCT2 ADMIN-ELECTRICITY	$2,300.00
2-1200-431-00-122-005-0-631	PCT2 ADMIN-BOTTLED WATER	40.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT 2 RD. MAINTENANCE into PCT 2 ADMIN to fund expected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-33787 **3. C.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 4 Rd Maint (1200):
Approval of 2012 interdepartmental transfer from CW ADM (1200) to Pct. 4 Rd Maint (1200) in the amount of $17,000.00 to fund vehicle repairs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-12X-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 8/17/12.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 01:18 PM
Manuel Chapa	Manuel Chapa	08/17/2012 02:46 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Erika Zamora Started On: 08/17/2012 11:13 AM

Final Approval Date: 08/17/2012

DATE: August 21, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

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

ACCOUNT NUMBER: 2-1200-431-00-12X-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
2-1200-431-00-125-030-0- 820	CW ADM	CLAIMS & JUDGEMENTS	(17,000.00)
TO			
2-1200-431-00-124-007-0- 432	PCT. 4 RD MAINT	EQUIP & VEH R&M SRV	17,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund vehicle repairs for 2012 Chevy K2500 in reference to Claim# 93483-02.

SIGNATURE

_____ / _____ / _____

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

AI-33784 **3. D.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Pct #4 Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

C.O. 2009 B&C Series (1341):
Approval of 2012 interdepartmental transfer within Certificate of Obligations Series 2009B&C from DD#1 (program 080) to Pct#4 FM1925 (program 076) in the total amount of $221,040.00

BACKGROUND

Reference AI# 33782

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1341-431-50-115-080-0-742

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

BUDGETARY IMPACT:

Funding available as of 8-17-12

To fund L&G Supplemental Agreement#1 (AI# 33782)

Attachments

interdept transfer 1341

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/17/2012 09:55 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:53 AM
Olga Garza	Olga Garza	08/17/2012 02:56 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Manuel Chapa Started On: 08/17/2012

Final Approval Date: 08/17/2012

DATE: August 17, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for C.O.2009B&C Pct#4 FM1925 (1341)

AI# 33784

ACCOUNT NUMBER: 2-1341-431-X0-XXX-0XX-0-X4X

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

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
2-1341-431-50-115-080-0-742	CO2009B&C-DD#1 HEAVY EQUIPMENT	(221,040.00)
2-1341-431-00-124-076-0-841	CO2009B&C-PCT#4 - FM1925(KENYON-FM907)-AID TO GOVT AGENCY	221,040.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to fund L & G Supplemental Agreement#1 (AI# 33782).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-33743 **4. A.**

CC CONSENT

Meeting Date: 08/21/2012

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 08-21-12

Pct 1 Water Service Availability 08-21-12

Pct 2 & 4 Cert Plat & Utility Status 08-21-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/15/2012 12:53 PM
Olga Garza	Olga Garza	08/17/2012 02:34 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Irma Castillo Started On: 08/15/2012 11:06 AM

Final Approval Date: 08/17/2012

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JUAN A. RUIZ	1-9249
2.	MARIA ORTIZ	1-8384
3.	PASCUAL F. FLORES	1-9267
4.	MIVERVA CRUZ	1-9257
	COMM. COURT: AUGUST 21, 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: 1-9249

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: Juan Antonio Ruiz Q.

Address: 115 N. Kansas Weslaco Tx.
Weslaco Tx. 78596

Phone: 854-3904

Water Supplier: N.A.W.S.

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

Account/ESI No.: N/A.

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Tierra Rica #2 lot 29.,

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 9-5-03);

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

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

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

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

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

Precinct 1 2 3 4

Application No: 1-9249

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

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

PARTY MAKING REQUEST:

Name: Juan Antonio Ruiz Q.

Address: 115. N. Kansas Weslaco tx.
Weslaco tx. 78596

Phone: 854-3904

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

Tram Rica #2 lot #29

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Juan A. Ruiz — Requesting Party (Signature)
8/7/12 — 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:

8/15/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-9249
Aug. 7, 2012

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

T5435-02-000-0029-00

[1] OWNER: RUIZ JUAN A.
115 N. KANSAS

WESLACO TX 78596-4765
Telephone No. 854-3904

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 640 Sq. Ft.

[6] USE OF BUILDING: MOVE IN W/F HOUSE ZONE AE

[7] LEGAL DESC./NAME OF SUBDIVISION
TIERRA RICA UT 2 LOT 29
AE-29

LOCATION: 0 3 1/2 W. & 10 N.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 30' REAR 40' SIDES 6'
FLOOR ELEV. 64.00

Prepared by — Date: 8-7-12

Approved by — Date: 8-7-12

X Juan A. Ruiz — Date

Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

1847074

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: January 17, 2008

Grantor: Noelda Rodriguez
Grantor's Mailing Address:
2614 West Freddy Gonzalez
Edinburg, Texas 78539

Grantee: Juan Antonio Ruiz

Grantee's Phone Number: (956) 292-4996
Grantee's Mailing Address (including county):
115 N. Kansas
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Three Thousand Four Hundred Dollars and No Cents ($23,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 29, Tierra Rica Subdivision Unit No. 2, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 43, Pages 58-60, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Grantor hereby reserves all oil, gas, and other minerals lying in, on, or under the subject property.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;

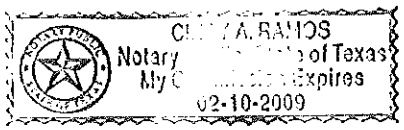
Noelda Rodriguez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 17 day of January, 2008, by Noelda Rodriguez.

Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Noelda Rodriguez
2614 West Freddy Gonzalez
Edinburg, Texas 78539

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

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: 1-8384

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Maria Ortiz

Address: 2501 Alamo St.
Weslaco TX
78596

Phone: 956-532-9079

Water Supplier: North Alamo water

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Eagles Nest Plt 3 Lot 14 BLK 10,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/29/07);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8384

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: Maria Ortiz

Address: 2509 Alamo St.
Weslaco TX 78596

Phone: 956-532-9079

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

Eagles Nest PH 3 Lot 14 BLK 10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maria Ortiz — Requesting Party (Signature)

8/14/12 — 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:

8/15/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8384
Sep. 28, 2011

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

E0155-03-010-0014-00

[1] OWNER: ORTIZ MARIA

2509 ALAMO ST.
WESLACO TX 78596
Telephone No. 532-9079

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 740 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EAGLES NEST PH 3 LOT 14 BLK 10

LOCATION: 0 MILE 6 1/2 & MILE 10

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

[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:20' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by _____ Date 9/28/11

JONATHAN ISIDRO _____ Date 9/26/11
Approved by

_____ Date 9/28/11
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0155 E Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: February 18, 2008

Grantor: TONY BARBOSA and wife, LIDIA BARBOSA 1938713

Grantor's Mailing Address: 2602 Sugarcane Road
Weslaco, Texas 78596
Hidalgo County

Grantee: JOSE H. GONZALEZ and wife, MARIA E. ORTIZ

Grantee's Mailing Address: 3017 Kalhua Street
Weslaco, Texas 78596
Hidalgo County

Consideration:

Ten Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of NINETEEN THOUSAND AND NO/100THS DOLLARS(19,000.00), payable to the order of TONY BARBOSA and wife, LIDIA BARBOSA, and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to MIGUEL D. WISE, Trustee.

Property (including any improvements):

Lot Fourteen(14), Block Ten (10), Eagle's Nest Estates Subdivision, Unit III, Farm Tract 213 of the West and Adams Tract Subdivision, recorded in Volume 53, Pages 170-171 of the Map Records in the Office of the County Clerk, Hidalgo County, Texas, reference is here made for all purposes.

NO TITLE EXAMINATION OR TAX EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY.

Tony Barbosa
TONY BARBOSA

Lidia Barbosa
LIDIA BARBOSA

(Acknowledgment)

STATE OF TEXAS §

This instrument was acknowledged before me on this the 18th day of February 2008, by **TONY BARBOSA** and **LIDIA BARBOSA.**

ERIN DUFFY WISE
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
DECEMBER 22, 2008

Erin Duffy Wise
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

MIGUEL D. WISE, P.C.
3516 East Expressway 83, Suite A
Weslaco, Texas 78596

File: 10.252

PREPARED IN THE LAW OFFICE OF:

MIGUEL D. WISE P.C.

Filed for Record in:
Hidalgo County
Arturo Guajardo Jr.
County Clerk
On: Oct 20,2008 at 09:54A
As a Recording
Document Number: 1932713
Total Fees 24.00
Receipt Number - 991774
By,
Vanessa Urastie, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct ① 2 3 4

Application No: 1-9267

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: Pascual F. Flores

Address: 307 E Mile 12 N
Weslaco, TX
78596

Phone: 956 314 8766

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Puesta Del Sol lot #163,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4-1-84);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct (1) 2 3 4

Application No: 1-9267

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: Pascual F. Flores

Address: 307 E Mile 12N
Weslaco, Tx 78596

Phone: 956 314 8766

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

Resla Rel Sol lot #163

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Pascual Flores 8-13-2012
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

8/2/12
Date

County Official

2201785

g requested by:

PASCUAL FELIPE FLORES
307 E MILE 12N
WESLACO, TX 78596

and when recorded, please return this deed
and tax statements to:

PASCUAL FELIPE FLORES
307 E MILE 12N
WESLACO, TX 78596

Above reserved for official use only

GENERAL WARRANTY DEED

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

The State of TEXAS,

County of HIDALGO

KNOW ALL MEN BY THESE PRESENTS, That WE, MARIA O. SALDANA, LYNDA J. FLORES AND KIMBERLY TAMEZ , of the COUNTY OF HIDALGO, STATE OF TEXAS, in the state aforesaid, for and in consideration of TEN AN NO/100TH AND OTHER VALUABLE SUMS AND CONSIDERATIONS dollars, to me in hand paid by PASCUAL FELIPE FLORES.

Have granted, sold, and conveyed, and by these presents do we grant, sell, and convey unto the said PASCUAL FELIPE FLORES, whose mailing address is 307 E MILE 12 N WESLACO, TX 78596, COUNTY OF HIDALGO STATE OF TEXAS, all that certain:

ALL OF LOT NO 163, PUESTA DEL SOL SUBDIVISION, HIDALGO COUNTY, TEXAS

SUBJECT TO SAID RESTRICTIONS

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said GRANTOR'S, his heirs or assigns forever. And I do hereby bind myself, my heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said GRANTEE, his heirs, and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

EXECUTED this day of 28TH DAY OF APRIL, 2011

MARIA O. SALDANA

LYNDA J. FLORES

KIMBERLY TAMEZ

STATE OF TEXAS

COUNTY OF HIDALGO) ss

This instrument was acknowledged before me on 28TH DAY OF APRIL 2011 by

Notary Public
Printed Name: RAYMUNDO MEDINA
My Commission Expires: 03-07-2013

CERTIFICATE OF ACKNOWLEDMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, RAYMUNDO MEDINA ON THIS DAY PERSONALLY APPEARED MARIA OTILIA SALDANA , KNOWN TO ME PROVED TO ME THROUGH TEXAS DRIVERS LICENSE 422 AND LYNDA J. FLORES TO ME PROVED TO ME THROUGH TEXAS IDENTIFICATION CARD 481 AND KIMBERLY TAMEZ TO ME PROVED TO ME THROUGH TEXAS DRIVERS IDENTIFICATION CARD 038 TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTIED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28TH DAY OF APRIL 2011.

RAYMUNDO MEDINA

NOTARY PUBLIC, STATE OF TEXAS

COMMISSION EXPIRES 03-07-2013

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

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9267
Aug. 13, 2012

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

P9350-00-000-0163-00

[1] OWNER: FLORES, PASCUAL F.

307 E. MILE 12N.
WESLACO, TX 78596
Telephone No. 314-8766

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,064 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
PUESTA DEL SOL LOT 163

LOCATION: 0 MILE 3 1/2 & MILE 12

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $9,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

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

Prepared by — Date: 8/13/12

Approved by: Jonathan Jordan — Date: 8/1/12

Signature of Owner or Applicant: PASCUAL F FLORES — Date: 8/13/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct ① 2 3 4

Application No: 1-9257

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: Minerva Cruz

Address: 14509 Santa Gloria St.
Mercedes Tx. 78570

Phone: 956-970-7144

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Baseline Heights #2 lot #3,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-27-03);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by 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
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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: 1-9257

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

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

PARTY MAKING REQUEST:

Name: Minerva Cruz

Address: 14509 Santa Gloria St.
Mercedes Tx. 78570

Phone: 956-970-7144

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

Baseline Heights #2 lot #3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Minerva Cruz
Requesting Party (Signature)

8/9/12
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:

8/ /12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-9257
Aug. 9, 2012

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

B1870-02-000-0003-00

[1] OWNER: CRUZ, MINERVA

14509 SANTA GLORIA ST.
MERCEDES, TX 78570
Telephone No. 970-7144

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
BASELINE HEIGHTS PH 2
LOT 3

LOCATION: 0 491 & 12 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 35' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 8/9/12

Jonathon Tadro
Approved by — Date: 8/7/12

X Minerva Cruz
Signature of Owner or Applicant — Date: X 8/9/12

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.

ASSUMPTION DEED WITH VENDOR'S LIEN

Date: January 17, 2012

Grantor: LEONEL MONTOYA, a single man, and OMAR MONTOYA, a single man

Grantor's Mailing Address:

P.O. Box 321
Mercedes, Texas 78570
Hidalgo County

Grantee: MINERVA CRUZ, an unmarried woman

Grantee's Mailing Address:

14509 Santa Gloria
Mercedes, Texas 78570
Hidalgo County

Consideration:

TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration. Grantees' assumption of and agreement to pay, according to the note's terms, the unpaid principal and earned interest of the note in the original principal sum of $13,300.00 dated February 25, 2003, payable to the order of CLOSNER INVESTMENTS ("Real Estate Lien Note"). The Real Estate Lien Note is originally secured by a Deed of Trust executed by Leonel Montoya and Omar Montoya to Closner Investments, Beneficiary, recorded as Document 1197524 in Real Estate Records of Hidalgo County, Texas, and is additionally secured by a Vendor's Lien retained in this deed and by a Deed Of Trust executed by MINERVA CRUZ, to MICHAEL R. SALINAS, Trustee.

Property (including any improvements):

All of Lot 3, Baseline Heights Subdivision, Unit No. 2, Hidalgo County, Texas, according to the map thereof recorded in Volume 41, Page 137, map records in the Office of The County Clerk Of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations and Exceptions to Conveyance and Warranty

1. A lien securing notes (the prior note) in the amount of THIRTEEN THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($13,300.00), payable to the order of CLOSNER INVESTMENTS, and secured by a Deed Of Trust dated February 25, 2003 from LEONEL MONTOYA AND OMAR MONTOYA to MICHAEL R. SALINAS, Trustee recorded as document 1197524 in the official records of the County Clerk of Hidalgo County, Texas. Grantor shall be obligated to obtain a release of the property for all liens and security interests securing the prior note within 30 days of the date Grantee makes final payment on the purchase note.

2. All of record.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantees the Property, together with all and singular the rights and appurtenances thereto in any 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.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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

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

Leonel Montoya
LEONEL MONTOYA

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this 6th day of February, 2012, by LEONEL MONTOYA.

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 1-10 2015

OMAR MONTOYA

NANCY J. FLORES
MY COMMISSION EXPIRES
January 10, 2015

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on this 6th day of January, 2012, by OMAR MONTOYA.

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 2-6-2012

NANCY J. FLORES
MY COMMISSION EXPIRES
January 10, 2015

AFTER RECORDING RETURN TO:

MICHAEL R. SALINAS
Attorney At Law
302A West Third Street
Mercedes, Texas 78570

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	REGINO SAMANIEGO/CO YAJAIRA SAMANIEGO	1-9066
2.	JOSEFINA GARZA	1-9268
	COMM. COURT: AUGUST 21, 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
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 - 9066

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

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

Upon the application of:

Name: ~~Regino Samaniego~~ B.o Yajaira Samaniego

Address: 149 Jame Dr
Mercedes Tx 78570

Phone: (956) 650-9391

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

North Capirallo F1 2006 2AC Gr.
1.94 AC NET ,

[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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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: 1-9066

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 Regino Samaniego Trevino,

Known to me [*or* proved to me in the oath of Iowa DL #240AD 1979 *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:

N. Capisallo Mile 2 f 12 1/2 N Mercedes TX 78570

[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."

Regino Samaniego (Signature)

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

Raul Leal Jr.
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

RAUL LEAL JR.
Notary Public, State of Texas
My Commission Expires
October 29, 2014

County of Hidalgo

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

On-Site Sewerage Inspection Report

Owner: _____ **Permit #:** _____

Address: _____ **Phone #:** _____

Location: _____ **No. Bedrooms:** _____

Tank Type: _____

Inside diameter: _____

Inside length of sides: _____

Liquids depth or distance from tank bottom to outlet bottom: _____

Airspace (approximately): _____

Approximate gallon cap.: _____

Drain Field: Trench _____ Bed: _____ Evapotranspiration: _____

Distance from private well: _____

Distance from foundation: To tank: _____ To drainfield: _____

Distance from property line: To tank _____ To drainfield: _____

Depth of Trench: _____ Width of trench: _____

Backfill material: lb: _____ II: _____ III: _____

Dimensions: _____ X _____ = _____ Sq. Ft.

Gravel: Natural: _____ Crushed: _____ Washed: _____

Amount: _____ yards, or Tons (per installation)

Pipe: Type: _____ Brand (if known): _____ Number of feet: _____

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: _____ **License No.:** _____

Remarks: _____

_____

Inspector: _____ **Date:** _____

D.R. Lic. # _____

Chapter 232 Texas LGC Application

APPLICATION NO: 1-9066
Jun. 15, 2012

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

N3400-00-000-2006-18

[1] OWNER: SAMANIEGO, REGINO JR & PEDRO

149 JAMES DR
MERCEDES TX 78570

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 256 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
NORTH CAPISALLO N132'-S528'-E6
60' FT 2006 2AC GR 1.94AC NET

LOCATION: 0

[8] SEWAGE: EXIST

[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 CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:15' SIDES:6'
MIN.ELE. ABOVE TOP OF NATURAL GROUND 18"

Prepared by — Date: 6/15/12

GILBERT REGINA — Approved by — Date: 6/15/12

Signature of Owner or Applicant — Date: 6/15/12

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.

WARRANTY DEED

DOC# 431378

Date: December 22, 1994

Grantor: ISRAEL TREVINO and wife, MARIA E. TREVINO

Grantor's Mailing Address (including county): 1608 SE Avenue
Belle Glad, Florida 33430-0000

Grantee: REGINO SAMANIEGO, JR. AND PEDRO SAMANIEGO

Grantee's Mailing Address (including county): Route 1 Box 217-G
Mercedes, Texas 78570
Hidalgo County

Consideration:

For the sum of Ten and No/100ths ($10.00) Dollars and other good and valuable consideration;

Property (including any improvements):

A tract or parcel of land containing 2.00 acres more or less, out of Lot 2006, of the North Capisallo District Subdivision of lands in the Llano Grande Grant, Hidalgo County, Texas, as per map or plat or said subdivision, recorded in Volume 2, Page 7, Map Records, Hidalgo County, Texas, Said 2.00 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a point in the East boundary line of said Lot 2006, said point being South 792 feet from the Northeast corner of Lot 2006 and the Place of Beginning and Northeast corner of this tract; **THENCE**, West 660 feet parallel with the North boundary line of Lot 2006 to a point for the Southwest corner of this tract; **THENCE**, South 132 feet parallel with the East boundary line of Lot 2006 to a point for the Southwest corner of this tract; **THENCE**, East 660 feet to a point in the East boundary line of lot 2006, the Southeast corner of this tract; **THENCE**, North 132 feet with and along the East boundary line of Lot 2006 to the Place of beginning the tract containing 2.00 acres, more or less.

Reservations from Exceptions to Conveyance and Warranty:

1. Easements, rules, regulations, and rights as may appear upon the recorded map or plat and dedication of said subdivision.
2. All oil, gas, and other minerals on, in and under and that may be produced from the above described real property.

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

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

Israel Trevino

Maria E. Trevino

(Acknowledgement)

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 22nd day of December, 1994, by Maria E. Trevino.

CONNIE GONZALEZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-25-98

Notary Public, State of Texas
Notary's name (printed):
Connie Gonzalez
Notary's commission expires: 9/25/98

(Acknowledgement)

THE STATE OF FLORIDA §
COUNTY OF Palm Beach §

This instrument was acknowledged before me on the day of December, 1994, by Israel Trevino.

VIRGINIA FLORES
My Comm Exp. 7/23/98
Bonded By Service Ins
No. CC377468
[ ] Personally Known [ ] Other I.D.

Notary Public, State of Florida
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:
Ernesto Flores, Jr., Attorney
P.O. Box 1076
Mercedes, Texas 78570

PREPARED IN THE LAW OFFICE OF:
ERNESTO FLORES JR.
ATTORNEY AT LAW
325 W. 2ND STREET
MERCEDES, TEXAS 78570

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-9268

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

Upon the application of:

Name: Josefina Garza

Address: 341 S. Whalen Rd.
Donna, TX 78537

Phone: (956) 495-4361

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

Water Supplier: DA WSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

Hall Field Blk #224 1.0 AC Gr.
.94 AC Net ,

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

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

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

~~-OR-~~

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: 1-9268

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 Josefina Garza,

Known to me [*or* proved to me in the oath of TX Lic. # 13490300 *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:
Hall Fifield - Whalen & Bus 83 Donna, TX."

[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."

Josefina Garza (Signature)

SUBSCRIBED AND SWORN TO before me on August 13, 2012, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
NORA GONZALEZ
My Commission Expires
February 14, 2015

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9268
Aug. 13, 2012

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

H0800-00-224-0000-14

[1] OWNER: GARZA, JOSEFINA & JESUS

341 S. WHALEN
DONNA, TX 78537
Telephone No. 495-4361

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,640 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE B

[7] LEGAL DESC./NAME OF SUBDIVISION
HALL FIFIELD N.136'-S301-W320.
30 BLK 224 1.0AC GR. 0.94AC NE

LOCATION: 0 WHALEN & BUSS. 83

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $150,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

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

Prepared by — Date: 8/13/12

Approved by: Gilbert Peña — Date: 8/13/12

Signature of Owner or Applicant: Josefina Garza — Date: 08-13-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0455 C Pct: 1

Community No.: 480534

Certification of Elevation Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

GIFT WARRANY DEED

2313605

Date: May 28, 2012

Grantor: Sylvia Balderas/ Deceased
By Heirship Affidavit/ Alma Liza Lugo

Grantee: Josefina Garza and
Spouse Jesus Garza

Grantee's mailing address: 341 S. Whalen Rd
Donna, Texas 78537
Hidalgo County

Consideration: For their continued love and affection

Property (including any improvements):

TRACT 1

A tract of land containing 1.0 acres being the West 1.0 acres of a 4.0 (Calculates to be 3.74 acres) acre tract out of Block 224, Hall-Fifield Tract out of El Gato Grant, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a C.P.S. found in the West Line of Block 224 and Centerline of Whalen Road, said point being N. 08 51' 00" E 165.00 feet from the S.W. Corner of Block 224 for the S. W. Corner of this tract;

THENCE N 08 51' 00" E 136.0 feet along the West Line of Block 224 and Centerline of Whalen Road to a 60d nail found for the N. W. Corner of this tract;

THENCE S 81 09' 00" E at, 20.0 feet past a #4 rebar set in the East Line of Whalen Road, a total distance of 320.30 feet to a #4 rebar set for the N. E. Corner of this tract;

THENCE S 08 51' 00" W 136.0 feet to a #4 rebar set for the S. E. Corner of this tract;

THENCE N 81 09' 00" W at, 300. 30 feet past a #4 rebar set in the East Line of Whalen Road, a total distance of 320. 30 feet to the place of beginning, said tract containing 1.0 acres more or less.

Reservations from Exceptions to Conveyance and Warranty: None

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 belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assignees 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 assignees against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exception to conveyance and warranty.

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

EXECUTED this the 28th day of May, 2012.

Alma Liza Lugo

Sylvia Balderas/ Deceased By
Heirship Affidavit/ Alma Liza Lugo

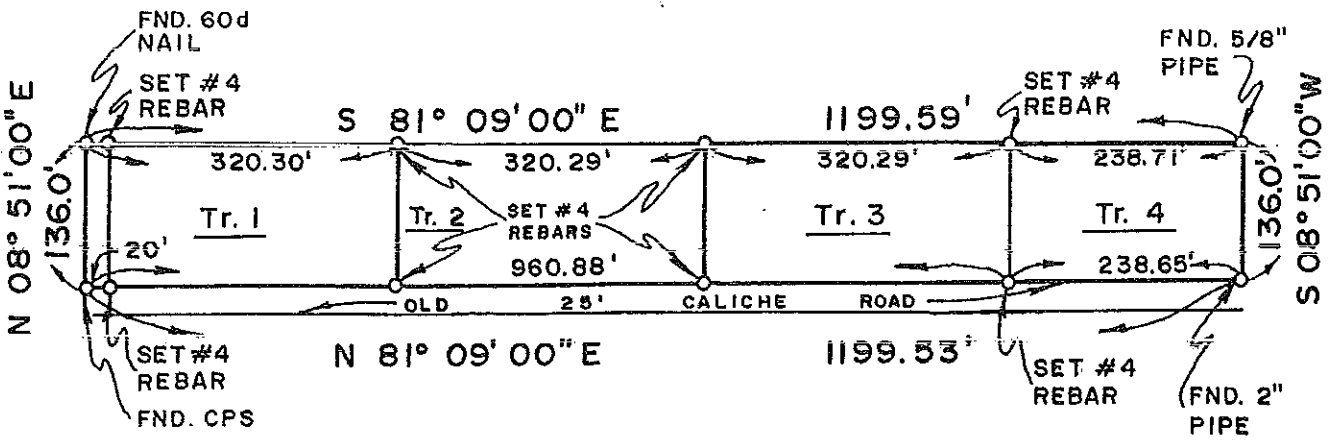
State of Texas
County of Hidalgo

Before me, the undersigned authority, on this day personally appeared Alma Liza Lugo, known to me to be the person whose name is in the Heirship Affidavit subscribed to the foregoing instrument, and acknowledged to me that she is the only surviving heir executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 2 day June 2012.

NOTARY PUBLIC STATE OF TEXAS
ALMA B. YZAGUIRRE
My Commission Expires
May 4, 2013

Notary Public





SCALE: 1" = 20'

PLAT SHOWING SURVEY FOUR (4) ACRES OUT OF BLK. No. 224, HALL-FIELD TRACT, EL GATO GRANT, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, WILLIAM A. MANGUM, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THE ABOVE FORGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS SURVEYED ON THE GROUND UNDER MY DIRECTION.

• Municipal Engineers
• Land Development
• Feasibility Studies
• Drainage
• Mobile Home Parks
• Bridges
• Sanitation Engineers
• Surveys

Flores & Associates
Engineers • Surveyors

3908 N. 6th, McAllen, TX 75801 512/686-2495

Raul P. Flores, P.E.
President

METES AND BOUNDS DESCRIPTION

TRACT 1

A tract of land containing 1.Ø acres being the West 1.Ø acre of a 4.Ø (Calculates to be 3.74 acres) acre tract out of Block 224, Hall-Fifield Tract out of El Gato Grant, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a C.P.S. found in the West Line of Block 224 and Centerline of Whalen Road, said point being N Ø8^51'ØØ" E 165.Ø feet from the S.W. Corner of Block 224 for the S.W. Corner of this tract;

THENCE N Ø8^51'ØØ" E 136.Ø feet along the West Line of Block 224 and Centerline of Whalen Road to a 6Ød nail found for the N.W. Corner of this tract;

THENCE S 81^Ø9'ØØ" E at, 2Ø.Ø feet past a #4 rebar set in the East Line of Whalen Road, a total distance of 32Ø.3Ø feet to a #4 rebar set for the N.E. Corner of this tract;

THENCE S Ø8^51'ØØ" W 136.Ø feet to a #4 rebar set for the S.E. Corner of this tract;

THENCE N 81^Ø9'ØØ" W at, 3ØØ.3Ø feet past a #4 rebar set in the East Line of Whalen Road, a total distance of 32Ø.3Ø feet to the place of beginning, said tract containing 1.Ø acres more or less.

William A. Mangum 6/23/93

WILLIAM A. MANGUM

STATE OF TEXAS
REGISTERED
WILLIAM A. MANGUM
4353
PROFESSIONAL
LAND SURVEYOR

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Gary Frisby, Lots 1-47, Pueblo de Palmas Phase 12	BLANKET COVER
2.	Maria Pifalo, Lots 1-2, Pifalo Subdivision	BLANKET COVER
3.	Elsonel Aguilar, Lot 8, Mandalay Bay Subdivision Phase I	4-11652
4.	Carlos Botello, Lot 73, San Cristobal Subdivision Phase I	4-11744
5.	Manuel Saenz, Lot 278, Eldora Heights Mobile Home Subdivision, Phase III	2-1217
6.	David Silva, Lot 10, Albino Rodriguez Estates	4-11713
7.	Miriam Salas, Lot 152, Eldora Heights Mobile Home Subdivision, Phase II	4-11221
	COMM. COURT: August 21, 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.
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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: N/A

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	8 / 8 / 12

Name: Tony Trinoby
D+D Financial Services

Address: P.O. Box 1000
Mission, TX.

Phone: (956) 583-1114

Water Supplier: UAUSC

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

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

regarding the land described as:
Lots 1-47, Rutledge Palms Ph. 12,

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

yes A plat has been prepared;
yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5/1/12);
yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Nora D Cavazos);
yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);
NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Nora D Cavazos);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-318-2840
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: N/A

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: G&D Financial Services, L.P.

Address: P.O. Box 1000
Mission, Tx 78572

Phone: (956) 583-1114

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

Pueblo de Palmas Ph. 12 Lots 1-46

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

G&D Financial Services, L.P.
[signature], President 2/24/12
Requesting Party (Signature) Date
G&D Finance Co., Inc, Its sole general partner

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

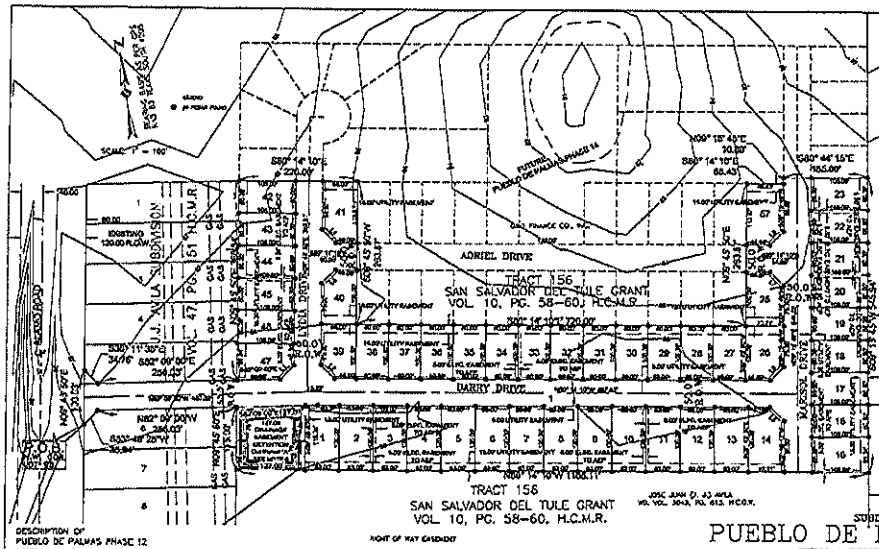
- Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Copy of pueblo. plat

This part to be filled out by receiving county official:

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

3-1-12
Date

[signature]
County Official



TRACT 156
SAN SALVADOR DEL TULE GRANT
VOL. 10, PG. 58-60, H.C.M.R.

Parcel Area Table		
Parcel #	SQ. FT.	Area
1	7,761.66	0.178
2	7,760.00	0.178
3	7,760.00	0.178
4	7,760.00	0.178
5	7,760.00	0.178
6	7,760.00	0.178
7	7,760.00	0.178
8	7,760.00	0.178
9	7,760.00	0.178
10	7,760.00	0.178
11	7,760.00	0.178
12	7,760.00	0.178
13	7,760.00	0.178
14	7,760.00	0.178
15	6,978.80	0.160
16	6,300.00	0.145
17	6,300.00	0.145
18	6,300.00	0.145
19	6,300.00	0.145
20	6,300.00	0.145
21	6,300.00	0.145
22	6,300.00	0.145
23	6,300.00	0.145
24	6,300.00	0.145
25	6,300.00	0.145
26	6,717.34	0.154
27	6,600.66	0.152

Parcel Area Table		
Parcel #	SQ. FT.	Area
27	6,600.01	0.152
28	6,600.01	0.152
29	6,600.01	0.152
30	6,600.01	0.152
31	6,600.01	0.152
32	6,600.01	0.152
33	6,600.01	0.152
34	6,600.01	0.152
35	6,600.01	0.152
36	6,600.01	0.152
37	6,600.01	0.152
38	6,600.01	0.152
39	6,187.91	0.142
40	6,187.90	0.142
41	7,000.00	0.161
42	6,300.00	0.145
43	6,300.00	0.145
44	6,300.00	0.145
45	6,300.00	0.145
46	6,300.00	0.145
47	6,751.97	0.155

Parcel Line Table		
Line #	Length	Direction
L1	30.47'	N82° 09' 20"W
L2	30.00'	S80° 14' 10"E
L3	30.00'	N80° 14' 10"W
L4	30.00'	S09° 15' 45"W
L5	30.00'	N09° 15' 45"E
L6	30.00'	N09° 30' 12"E
L7	30.00'	S80° 29' 12"E
L8	30.00'	N09° 30' 12"E

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION ZONE "X" UNSHADED AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY

PANEL NO. 480253A 0765 D EFFECTIVE DATE: JUNE 6, 2000, REVISED TO REFLECT LOMR MAY 14, 2004, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND INCORPORATED AREAS, ZONE X IS AN ADMINISTRATIVE CATEGORY NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100yr YEAR FLOOD PLAIN

CONSTRUCTION OF RESIDENTIAL HOUSES WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSES QUALIFIES FOR ASSISTANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127)

2. SETBACKS:
FRONT: 25 FEET
GARAGE (FRONT): 18.00 FEET EXCEPT WHERE SPRINKLER SET BACK REQUIRED
REAR: 15 FEET
SIDE: 6.00 FEET OF EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
GARAGE DOOR, SIDE: 18.00 FEET

3. NO POINT THAT ENCLOSURE SHALL DETACHED BUILDING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STRICTLY ENFORCED BY ALL OWNERS AND CONTRACTS FIRE OFFICIAL. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE DEPARTMENT APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERED PLANS.
B.M. NO. 1 = ELEV. 89.75 (USING AS DESCRIPTION: CONCRETE MONUMENT FOUND APPROXIMATELY 4,500 FEET NORTH OF F.M. 2812 AND 30.00 FEET EAST OF BRUNDAGE ROAD.
B.M. NO. 2 = ELEV. 89.75 DESCRIPTION: 'X' CUT IN CONCRETE MONUMENT LOCATED AT N 1998319.53' & E 1019150.05, OF THE SOUTHWEST CORNER OF LOT 39 OF THIS SUBDIVISION.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 34.934 ACRE FEET (0.765 ACRE-FEET OF RUNOFF PER ACRE) OF STORM WATER RUNOFF, PRIMARILY DUE TO AN INCREASE IN THE LOCAL PROPERTIES WILL BE ACCOMPLISHED AS FOLLOWS: DETENTION WILL BE HELD WITHIN THE DRAINAGE EASEMENTS AND DETENTION PONDS AS SHOWN. "A" TO THE WEST OF LOT 1. THE HOMEOWNERS ASSOCIATION SHALL MAINTAIN THE DETENTION POND AND WILL NOT FILL IN OR ADD PERMANENT STRUCTURES THAT MAY INTERFERE WITH DRAINAGE FLOW.

7. DRAINAGE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY POND OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE EASEMENT.

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES (EXCEPT REMOVABLE FENCES ALONG REAR OF PROPERTY LINES), BUSHES, TREES AND OTHER GROWTHS (EXCEPTING TREES AND BUSHES MORE THAN TEN FEET IN HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASER'S CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING SEWER AND WATER MAINS, GENERAL ELECTRICITY, AND GAS SERVICES, IF THEY ARE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MINOR SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL STREET AND UTILITY LAYOUTS SHALL COMPLY WITH THE RULES REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. FOUND 3 INCH IRON RODS ON ALL LOT CORNERS.

12. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

13. AS PER LOCAL GOVERNMENT CODE ARRANGEMENTS, SANITARY SEWER MUST BE CONNECTED TO A MUNICIPAL SYSTEM BY REQUIRING A 7 YEAR TOLERANCE FOR A 40 PER METER. A SEWER TAP INSPECTION SEWER IS PROVIDED BY THE ENTITY SHALL BE REQUIRED PRIOR TO RECEIVING A SEWERAGE FOR WATER METERS.

14. THE HOMEOWNERS ASSOCIATION AND/OR PUBLIC LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, ITS OFFICERS AND EMPLOYEES, FREE AND HARMLESS FROM ANY AND ALL CLAIMS RELATING TO THE DETENTION POND LOCATED AS SHOWN ON PLAT "A". THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE COST TO MAINTAIN THE DETENTION POND IN OUR PARCEL "A".

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, GARY FRIDAY, PRESIDENT OF GAD FINANCE CO. INC., THE SOLE GENERAL PARTNER OF GAD FINANCIAL SERVICES, L.P. DEVELOPER THE OWNER OF THE 10.303 +/- ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS 12 SUBDIVISION, HEREBY DEDICATE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), ALLEYS, AND EASEMENTS SHOWN HEREIN

I CERTIFY THAT I HAVE COMPLIED WITH THE PROVISIONS OF THE TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

GAD FINANCIAL SERVICES, L.P.

J. GARY FRIDAY, PRESIDENT
GAD FINANCE CO., INC.
ITS SOLE GENERAL PARTNER
P.O. BOX 1060
MISSION, TEXAS 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED J. GARY FRIDAY
PROVED TO MY SATISFACTION THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE IMAGE IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, FRED L. MURTH, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED.

_____
FRED L. MURTH, PE # 54131
DATE PREPARED: JANUARY 3, 2012
JOB No. (SVG): 12020.00
BY: CMO

TBPE F-9435

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. MURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 12 WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION

_____
FRED L. MURTH, RPLS # 4750
DATE SURVEYED:
BOOK No. _____
JOB No. (SVG): 09150.04

DESCRIPTION OF PUEBLO DE PALMAS PHASE 12

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 10.303 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING PART OR PORTION OF TRACT 156 OUT OF SAN SALVADOR DEL TULE GRANT, ACCORDING TO THE PLAT THEREOF RECORDED ON VOLUME 10, PAGE 58-60, HIDALGO COUNTY MAP RECORDS, SAID 10.303 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A .5" REBAR FOUND ON THE WESTERNMOST NORTHWEST CORNER OF LOT 6 OF J.J. AYALA SUBDIVISION, VOL. 47, PG. 151 H.C.M.R., FOR AN OUT WILL CORNER OF THIS SUBDIVISION,

THENCE, N 09° 45' 50" E A DISTANCE OF 100.00 FEET TO A .5" REBAR FOUND ON THE WESTERNMOST SOUTHEAST CORNER OF LOT 5 OF SAID J.J. AYALA SUBDIVISION FOR AN OUT WILL CORNER OF THIS TRACT;

THENCE, S 80° 14' 10" E ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 30.00 FEET TO A .5" REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 09° 45' 50" W ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 293.63 FEET TO A .5" REBAR FOUND ON THE SOUTHEAST CORNER OF SAID LOT 6 FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 09° 45' 50" E ALONG THE EAST END OF SAID J.J. AYALA SUBDIVISION A DISTANCE OF 293.63 TO A .5" REBAR FOUND ON THE NORTHEAST CORNER OF SAID J.J. AYALA SUBDIVISION FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 80° 14' 10" E A DISTANCE OF 329.00 FEET TO A .5" REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 09° 45' 50" W A DISTANCE OF 30.00 FEET TO A .5" REBAR FOUND ON THE INSIDE CORNER OF THIS TRACT;

THENCE, S 80° 14' 10" E A DISTANCE OF 720.00 FEET TO A .5" REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 09° 45' 50" W A DISTANCE OF 293.63 FEET TO A .5" REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 80° 14' 10" E A DISTANCE OF 68.43 FEET TO A .5" REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, N 09° 15' 45" E A DISTANCE OF 70.00 FEET TO A .5" REBAR FOUND ON THE WEST LINE OF LOT 39 OF SANTA CRUZ RANCH No. 2, VOL. 39, PG. 139-140 H.C.M.R. FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 09° 45' 50" W ALONG THE WEST LINE OF SAID LOTS AS AND LOTS 51-65 OF SANTA CRUZ RANCHES No. 2, A DISTANCE OF 264.06 FEET TO A .5" REBAR FOUND ON A POINT ON SAID LOT 90 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 80° 14' 10" W A DISTANCE OF 1180.11 FEET TO A .5" REBAR FOUND ON THE EAST END OF SAID J.J. AYALA SUBDIVISION FOR THE SOUTHWEST SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 09° 45' 50" E ALONG THE WEST LINE OF SAID J.J. AYALA SUBDIVISION A DISTANCE OF 293.63 FEET TO A .5" REBAR FOUND ON THE NORTHEAST CORNER OF SAID LOT 6, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 80° 14' 10" W ALONG THE NORTH LINE OF LOT 6 A DISTANCE OF 329.00 FEET TO A .5" REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 09° 45' 50" E ALONG THE EAST END OF SAID LOT 5 A DISTANCE OF 293.64 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.303 ACRES OF LAND, MORE OR LESS.



RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR", WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO CHANGE THE COURSE OF THE EASEMENT HEREIN GRANTED EXCEPT THAT WHEN THE IMPROVEMENTS IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDEN OR RELOCATES THE PUBLIC ROAD TOO AS TO REQUIRE, IN THE RELOCATION OF THE WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATER-FULLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES HEREUNDER TO REMOVE. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THE GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT S/HE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS, AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS CONVEYANCE IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS WHICH PROVISIONS IMPOSED FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20__.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

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

PUEBLO DE PALMAS PHASE 12 IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY, LOCATED APPROXIMATELY 1.5 MILES ALONG ALAMO ROAD AND APPROXIMATELY 2,640 FEET NORTH OF F.M. 2812. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA VILLA, ACCORDING TO THE OFFICIAL MAP ON THE OFFICE OF THE SECRETARY OF THE CITY (DATED), PUEBLO DE PALMAS PHASE 12 LIES APPROXIMATELY 5 MILES FROM THE CITY LIMITS AND IS THEREFORE NOT WITHIN THE 3 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.041.
THIS SUBDIVISION FALL WITHIN PRECINCT 4.

INDEX TO SHEET OF PUEBLO DE PALMAS PHASE 12

SHEET 1: HEADING, INDEX, LOCATION MAP AND ETA, PRINCIPAL CONTACTS, MAP, LOTS STREETS, AND EASEMENT LAYOUT; DESCRIPTION CURVES AND BOUNDS, SURVEYOR CERTIFICATION, SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL CERTIFICATE, PLAN SIC INFORMATION, DRAINAGE DISTRICT # 1 CERTIFICATION, HIDALGO COUNTY CERTIFICATION, HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR, HIDALGO COUNTY CLERK CERTIFICATION COUNTY CLERK'S RECORDING CERTIFICATE.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/ SWAP AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS), AND ENGINEERING CERTIFICATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE;

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; CONSTRUCTION DETAILS.

DRAWN BY:	DATE:	
SURVEYED, CHECKED:	DATE:	
FINAL CHECK:	DATE:	

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER, ATTN:	GAD FINANCIAL SERVICES, L.P. J. GARY FRIDAY/BRENDA DOTT GAD FINANCE CO., INC. ITS SOLE GENERAL PARTNER	P.O. BOX 1060	MISSION TX, 78573	(956) 583-1114	(956) 583-8243
ENGINEER:	FRED L. MURTH	113 N. VENTURE	KINGSVILLE, TX 78541	(361) 241-5931	(361) 283-1822
SURVEYOR:	FRED L. MURTH	113 N. VENTURE	KINGSVILLE, TX 78541	(361) 241-5931	(361) 287-1822

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 N. VENTURE
KINGSVILLE, TX. 78541
REG. # FIRM NO.
NO CHANGE EFF. 11, 2002
E-MAIL: INFO@MELDENHUNT.COM
OFF: (361) 241-5931
FAX: (361) 241-0581
DIR: (956) 467-4708
FAX: (361) 428-5561
STANDARD 2007

SUBDIVISION PLAT OF
PUEBLO DE PALMAS PHASE 12
BEING A RESUBDIVISION OF 10.303 ACRES
OUT OF TRACT 156
SAN SALVADOR DEL TULE GRANT
VOL. 10, PG. 58-60, H.C.M.R.
HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 12 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____

_____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

CITY OF WEINERT
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065(C) AND §
ADDITIONS

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

_____ _____
DATE — CHAIRMAN PLANNING & ZONING COMMISSION

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____ M. ON _____, ____ AND WAS RECORDED IN BOOK _____, VOLUME(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____ M

ON _____

_____
HIDALGO COUNTY CLERK

VALID FOR RECORDATION
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

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

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

WE, THE UNDERSIGNED COUNTY THAT THIS PLAT OF PUEBLO DE PALMAS PHASE 12 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ DATE: _____
WILLIE COUNTY JUDGE

ATTEST: _____ DATE: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT WAS NOT ATTENDED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, STATED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE SUCH DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: N/A

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Pre-existing System
Date Approved:	/ /	8 / 8 / 12

Name: Maria Pujals

Address: 14554 E. FM 2812
Edinburg, TX. 78538

Phone: (956-373-8980

Water Supplier: NAWSC

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lots 1-2, Pujals Subdivision ,

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

YES A plat has been prepared;
YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-25-13);
YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Nora Olivarez);
NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);
YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);
YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Nora Olivarez);

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

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: N/A

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

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

PARTY MAKING REQUEST:

Name: MARIA PIÑA

Address: 14554 E. FM. 2812
EDCOUCH, TX. 78538

Phone: (956) 373-8980

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

10.0 AC. o/o LOT 14, BLK. 69, THE MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, H.C.T.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maria Piña
Requesting Party (Signature)

7/3/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

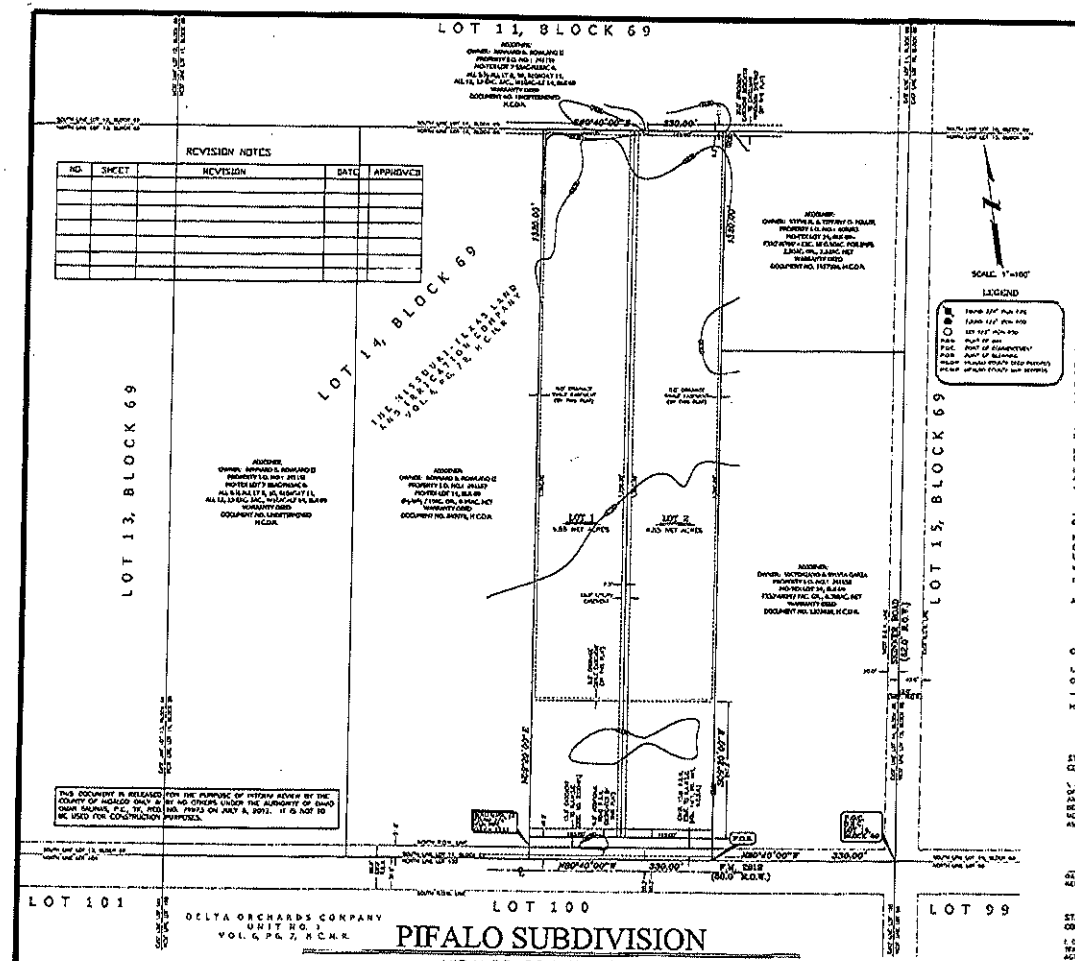
- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Copy of auld. plat

This part to be filled out by receiving county official:

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

07/24/12
Date

Nora Salinas
County Official



REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & MAY NOT BE USED FOR THE PURPOSE OF BIDDING OR CONSTRUCTION UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 79913 ON JULY 5, 2012. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

BEING A 10.0 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 14, BLOCK 69, THE MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 28, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT ——————— 30.00'
   REAR ——————— 10.00' OR GREATER FOR EASEMENTS.
   SIDE ——————— 6.00' OR GREATER FOR EASEMENTS.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE " X"
   AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
   COMMUNITY PANEL NO. 480334 0325 G
   EFFECTIVE JUNE 06, 2000 IN LOOP SUB 17, 2000.
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE OUTSIDE THE 500-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0325 G, EFFECTIVE DATE JUNE 06, 2000, REVISED TO REFLECT LOMR DATED MAY 17, 2001, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE FEDERAL FLOOD PLAIN ADMINISTRATION OFFICIALS, NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 1.0' ABOVE THE CENTERLINE OF ROADWAY OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER, IN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED ADJACENT TO DRAINAGE DITCHES AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY THAT MINIMUM CONSTRUCTION FINISH FLOOR ELEVATIONS AS ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 13.33 AC-FEET OR 0.50 AC-FEET/AC OF STORM RUNOFF. DETENTION IS IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SECOND SHEET FOR DRAINAGE DETENTION.
5. NO WORK THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. 11.5 WITH OIL DISPLACED ON ALL BILLS AND CONVEYOR FOR DEEDS. (THERE SHALL BE NO OTHER USE, OTHER THAN A SINGLE FAMILY DWELLING). (APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.)
6. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
7. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH RODS BY 18 INCH LONG IRON RODS.
8. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH RULES AND REGULATIONS FOR ON-SITE SEWAGE FACILITIES.
   THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. ONLY SYSTEM IS ARE DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FOOT LOT AREA WITH PUBLIC WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. ALL OSSF FACILITIES SHALL BE SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. THE DESIGN OF THE SYSTEM SHALL BE PREPARED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS AND SHALL BE IN ACCORDANCE WITH THE RULES AND REGULATIONS FOR ON-SITE SEWAGE FACILITIES AND ABSORPTION AREA SYSTEM, SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION AREA SYSTEM.
   E. APPROVED "ON-LOT" SEWAGE APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, TREES, SHRUBS, TREES AND OTHER PLANTINGS TO CREATE LESS THAN THE PROPER, WITHOUT HEDGES, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
11. EACH PURCHASER/ CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DISCLOSING HOW ANY WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
12. WE, MARIO PIFALO AND MARIA PIFALO, THE OWNERS & SUBDIVIDERS OF PIFALO SUBDIVISION RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
13. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.
14. BENCHMARK NOTE:
   B.M. #1 (ELEV.=00.00) TOP OF COTTON SPINDLE SPIKE IN THE CENTERLINE OF VALVERDE ROAD AND WALT 2.7' NORTH OF THE NORTH R.O.W. LINE OF F.M. 2812
   B.M. #2 (ELEV.=00.00) TOP OF FOUND 3/4" IRON PIPE AT INTERSECTION OF EXISTING NORTH R.O.W. LINE OF F.M. 2812 AND WEST LINE OF PROPOSED LOT 2, BLK. 6, AS SHOWN.

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

PIFALO SUBDIVISION IS LOCATED ALONG THE NORTH SIDE OF F.M. 2812 AND APPROXIMATELY 3300' WEST FROM THE INTERSECTION WITH SOUTHSIDE ROAD, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). PIFALO SUBDIVISION DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF EDINBURG, IT IS NOT WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF EDINBURG UNDER LOCAL GOVERNMENT CODE 42.021, PARAGRAPH A.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

I, MARIO AND MARIA PIFALO, AS OWNER (S) OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PIFALO SUBDIVISION, DO HEREBY SUBDIVIDE THE LAND AS SHOWN ON THIS SUBDIVISION PLAT AND DESIGNATE SAID PLAT AS PIFALO SUBDIVISION, LOTS, PARK, AND EASEMENTS SHOWN HEREON.

I COMPLY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS

I AFFIRM THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: MARIO PIFALO — DATE — OWNER: MARIA PIFALO — DATE
14504 E. F.M. 2812, EDINBURG, TEXAS 78539 — 1504 E. F.M. 2812, EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2012.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES: _____

HIDALGO COUNTY
GENERAL PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF PIFALO SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF PIFALO SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

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

WE, THE UNDERSIGNED COUNTY THAT THIS PLAT OF PIFALO SUBDIVISION HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____ 2012.

ATTEST:
HIDALGO COUNTY JUDGE — DATE
HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT REGARD THAT CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____ M. ON _____ AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____ M. ON _____ 2012.

HIDALGO COUNTY CLERK — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER 79913, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN FROM AND ACCURATE ENGINEERING COMPREHENSION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS PIFALO SUBDIVISION AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE NOTES) AND BOUNDS DESCRIPTION AT THE BEGINNING ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DAVID OMAR SALINAS, P.E. — DATE
REG. PROFESSIONAL ENGINEER #79913

STATE OF TEXAS
COUNTY OF HIDALGO

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

DAVID G. SALINAS, R.P.L.S. — DATE
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THIS SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATE

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MARIO PIFALO	14504 E. F.M. 2812	EDINBURG, TEXAS 78539	(956) 373-8560	NONE
OWNER:	MARIA PIFALO	14504 E. F.M. 2812	EDINBURG, TEXAS 78539	(956) 373-8560	NONE
ENGINEER:	DAVID G. SALINAS	2221 DAYTON, AVE.	MCALLEN, TEXAS 78501	(956) 682-2061	(956) 686-1469
SURVEYOR:	DAVID G. SALINAS	2221 DAYTON, AVE.	MCALLEN, TEXAS 78501	(956) 682-2061	(956) 686-1469



LOCATION MAP — SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAYTON AVENUE - MCALLEN, TEXAS 78501
JOB NUMBER: SP-12-05969
DATE OF SURVEY: APRIL 25, 2012
DATE PREPARED: JULY 05, 2012
PLAT SHEET 1 OF 2

NOTES AND BOUNDS DESCRIPTION

BEING A 10.0 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 14, BLOCK 69, THE MISSOURI-TEXAS LAND AND IRRIGATION COMPANY, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 06, PAGE 28, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 10.0 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEAST CORNER OF SAID LOT 14 LOCATED WITHIN THE INTERSECTION OF SKINNER ROAD AND F.M. 2812, THENCE, AS FOLLOWS:

NORTH 89 DEGREES 40 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 330.0 FEET TO A POINT IN SAID F.M. 2812 FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 89 DEGREES 40 MINUTES WEST, CONTINUING COINCIDENT WITH THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 330.0 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 09 DEGREES 20 MINUTES EAST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 21.0 FEET PASS A ½ INCH DIAMETER IRON PIPE FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 2812, AT A DISTANCE OF 1,330.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 14 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, SOUTH 89 DEGREES 40 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 330.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, SOUTH 09 DEGREES 20 MINUTES WEST, AT A RIGHT ANGLE FROM THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 1,309.0 FEET PASS A ½ INCH DIAMETER IRON PIPE FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 2812, AT A DISTANCE OF 1,330.0 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 10.0 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE 40.0 FEET (OR 0.16 ACRES, MORE OR LESS) ARE CURRENTLY LOCATED WITHIN THE RIGHT-OF-WAY OF SAID F.M. 2812, LEAVING 9.84 NET ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: WARRANTY DEED.
I:\SURDIVISION\PLATS\PIFALO\SUBDIVISION.MAR.10-05-0412

STATE OF TEXAS
HIDALGO IRRIGATION DISTRICT

THIS PLAN IS HEREBY APPROVED BY THE HIDALGO IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

DISTRICT PRESIDENT — DATE

SECRETARY — DATE

INDEX SHEET OF PIFALO SUBDIVISION

SHEET 1	BEARING SOURCE, LOCATION MAP, GENERAL PURPOSE, PLAT NOTES, STREETS, AND EASEMENT REQUIREMENTS, OWNER'S & SURVEYOR'S CERTIFICATIONS, NOTARY BLOCK, CERTIFICATE OF APPROVAL BLOCKS, COUNTY CLERK'S RECORDING CERTIFICATE, STATE OF TEXAS IRRIGATION DISTRICT BLOCK, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION, AND NOTES AND BOUNDS DESCRIPTION.
SHEET 2	NOTES REGARDING FLOOD ZONE DESIGNATION, DRAINAGE, FINISH FLOOR ELEVATION, SEPTIC TANK, SEWAGE FACILITIES, WATER SUPPLY, SETBACKS, BENCHMARK, LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY, PRINCIPAL CONTACTS, LOCATION OF DRAINAGE AND DRAINAGE DETENTION WITHIN THE SUBDIVISION, MAP OF SURROUNDING AREA, AND ENGINEER'S CERTIFICATION.

SEA
SALINAS ENGINEERING & ASSOCIATES
(P-0675)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL - MCALLEN, TEXAS 78501
(956) 682-2061 (956) 686-1469 (FAX)

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: 4-11652

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	SEWER
Date Approved:	/ /	8 / 13 / 12

Name: Elsonel aguilar

Address: 8009 copa de oro st
Edinburg TX.
78542.

Phone: 956-563-06-27

Water Supplier: north. alamo. water. corp.

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

Account/ESI No.: ✓ N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Mandalay By 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 03-12-12);

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 Manuel Cortez);

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 Manuel Cortez);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

Precinct 1 2 3 4

Application No: 4-11652

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: Elsonel aguilar

Address: 8009 copa de oro st.
Edinburg tx- 78542

Phone: 956- 563- 06- 27

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

Mandalay Bay Lot #3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Elsonel aguilar
Requesting Party (Signature)

8-13-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

08/15/12
Date

County Official

RE: Lot 8, Mandalay Bay Phase I, recorded under Clerk's File No. 2288749 , Official Records, Hid Cty Texas

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

Special Warranty Deed with Vendor's Lien

1. Date: June 12, 2012

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: ELSONEL AGUILAR DE LEON ANDMARIA DEL REFUGIO CRUZ -HERNANDEZ

5. Grantee's Mailing Address: 6506 Corina Dr., Lot 19, Edinburg, Hidalgo County, Texas 78541

6. Consideration: EIGHT and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of NINETEEN THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS ($19,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Alan D. Monroe, Trustee.

7. Property: Lot EIGHT (8), MANDALAY BAY SUBDIVISION PHASE I, Hidalgo County, Texas, as per map or plat thereof recorded under Clerk's File No. 2288749, Official Records of Hidalgo County, Texas.

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the exEIGHTt that same exist and affect the property, to-wit:

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   C. Anything an on-the-ground A-1 survey would reveal.
   D. The taxes for the year 2012 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
   F. **Right of First Refusal.** If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after writEIGHT notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.
   G. Grantee is aware that the following is not allowed: junkyards, trash/debris and/or bars upon the property.

9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.

RE: Lot 8, Mandalay Bay Phase I, recorded under Clerk's File No. 2288749 , Official Records, Hid Cty Texas

10. Prior Liens: Deed of Trust recorded under Document No. 2249152 , Official Records, Hidalgo County, Texas

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurEIGHTances thereto in any wise belonging (continue below):

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

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

14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

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

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: _____
Richard A. Garza, President

The State of Texas

County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 12th day of June, 2012, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

(SEAL)

_____
Notary Public, State of Texas
My Commission Expires: 7-31-2012

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11652
Jun. 27, 2012

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

M0621-00-000-0008-00

[1] OWNER: AGUILAR, ALSONEL DE LEON &
MARIA DEL REFUGIO CRUZ
6506 CORINA DR.
EDINBURG,TX. 78541
Telephone No. 563-0627

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 256 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
MANDALAY BAY LOT 8

LOCATION: 0 INGLE & KENYON

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $2,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS.FRONT 25' SIDE 6'
REAR 20' . 24" ABOVE TOP OF CURB.

Prepared by _____ Date 06/27/12

Edgar Isaac Approved by _____ Date 06/25/12

Maria del Refugio Cruz Signature of Owner or Applicant _____ Date 6.27.12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Community No.: 480224

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: 4-11744

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		40559
Date Approved:	/ /	8/13/12

Name: Carlos Botello

Address: 816 pajarillos st Edinburg Tx.

Phone: (956) 4147470

Water Supplier: NAWSC

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

Account/ESI No.: 266403-001

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: PhI San Cristobal #73, Lot #73,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12-19-05);

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

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 Ruby Hernandez 8-13-12);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruby Hernandez 8-13-12);

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

Maria Ceyda

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-11744

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: Carlos Botello

Address: 816 pajarillos street
Edinburg TX

Phone: (956) 414-74-70

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

San Cristobal # 73 fase 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Carlos Botello — Requesting Party (Signature)
8-13-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

08/15/12 — **Date**

_____ — **County Official**

WARRANTY DEED WITH VENDOR'S LIEN

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

Date: April 3, 2006

Grantor: San Cristobal Partnership

Grantor's Mailing Address (including county):

5711 North 10th Street
McAllen, Texas 78504
Star County, Texas

Grantee: Carlos Botello and Nallely Mendoza

Grantee's Mailing Address (including county):
1623 Baccaret Street
Edinburg, Texas 78541
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount Twenty Three Thousand Five Hundred and 00/100 Dollars ($23,500.00) and is executed by Grantee, payable to the order of San Cristobal Partnership. The note is secured by a vendor's lien retained in favor of San Cristobal Partnership in this deed and by a deed of trust of even date from Grantee to William A. Schwarz, Trustee.

Property (including any improvements):

Lot(s) 73, San Cristobal Subdivision Phase One, Hidalgo County, Texas as per the map or plat thereof on file and of record in Volume 46 , Pages 162 through 166, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Mineral reservations and conveyances of record.

2. Easements of record.

3. Subdivision restrictions of record as instrument number 1413640, Official Records, Hidalgo County, Texas.

4. Deed of Trust filed of record as instrument number 1291542, Official Records, Hidalgo County, Texas to secure McAllen National Bank in the payment of a Real Estate Lien Note in the principal amount of $1,213,300.00 which, including any extensions thereof, Grantor

agrees to pay as and when same becomes due and payable. If Grantee should pay the Vendor's Lien Note described herein in full, Grantor shall procure a Partial Release of such lien.

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.

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.

SAN CRISTOBAL PARTNERSHIP

By: William A. Schwarz, General Partner

(Acknowledgment)

State of Texas §
§
County of Hidalgo §

This instrument was acknowledged before me on the 3rd day of April 2006, by WILLIAM A. SCHWARZ, General Partner, SAN CRISTOBAL PARTNERSHIP, a Texas partnership, on behalf of said partnership.

DIANE BARNES
MY COMMISSION EXPIRES
May 14, 2008

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
San Cristobal Subdivision
5711 N. 10th Street
McAllen, Texas 78504

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11744
Aug. 10, 2012

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

S0557-01-000-0073-00

[1] OWNER: BOTELLO, CARLOS & NALLELY M

816 PAJARILLOS ST.
EDINBURG, TX. 78542
Telephone No. 414-7470

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN CRISTOBAL LOT 73

[2] CONTRACTOR: SELF

LOCATION: 0 107 & TOWER

[3] WATER SYSTEM: N AL

[8] SEWAGE: EXIST

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

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 224 Sq. Ft.

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

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

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

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

Prepared by — Date: 8-10-12

Approved by — Date: 8/21/12

Signature of Owner or Applicant — Date: 8-10-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

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

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 (2) 3 4

Application No: 2-127

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Manuel Saenz

Address: 904 San Miguel
San Juan TX
78589

Phone: 502 9604

Water Supplier: N/A/w/s

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

Account/ESI No.: 2003318-001

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Eldora Heights M/H Ph#3 lot#278,

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 01-20-01);

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 Murray Cook);

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 Murray Cook);

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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956-968-4734
956-973-7850

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

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

Precinct 1 (2) 3 4

Application No: 2-1217

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: Manuel Saenz

Address: 904 San Miguel
San Juan TX 78589

Phone: 956 502 9604

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

Eldora Heights M/H Ph II Lot # 278

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Manuel Saenz — Requesting Party (Signature)
8/2/12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

08/15/2012 — **Date**

Maria — **County Official**

Recorded On-2006-Nov-14 As-1686884

1686884

DEED OF TRUST

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: October 23, 2006

Grantor: Manuel Saenz
Grantor's Mailing Address (including county):
904 San Miguel
San Juan, Texas San Juan
Hidalgo County, Texas

Trustee: John G. Phillips
Trustee's Mailing Address (including county):
P.O. Box 5848
McAllen, Texas 78502
Hidalgo County, Texas

Beneficiary: Eldora Heights, L.L.C., a Texas Limited Liability Company
Beneficiary's Mailing Address (including county):

P.O. Box 5848
McAllen, Texas 78502

Note:
Date: October 23, 2006
Amount: Fifteen Thousand Five Hundred and 0/100 Dollars ($15,500.00)
Maker: Manuel Saenz

Payee: Eldora Heights, L.L.C., a Texas Limited Liability Company

Property (including any improvements):

Lot(s) 278, Eldora Heights Mobile Home Subdivision, Phase III, as shown by the map or plat thereof recorded in Volume 44, Pages 64 and 65, Map Records, Hidalgo County, Texas

Other Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease (s) dated January 28, 1982, recorded in Volume 412, Page 124, Oil and Gas Records, dated November 7, 1984, recorded in Volume 2066, Page 648, dated February 19, 1999, recorded under Document No. 764573 and dated July 26, 1999, recorded under Document No. 812491, Official Records, Hidalgo county, Texas.
12. Restrictive covenants recorded under Document No. 1292119, Official Records, Hidalgo County, Texas.
13. All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in Instrument dated December 9, 1948, recorded in Volume 654, Page 170, Deed Records and dated March 29, 1995, recorded under Document No. 451155, Official Records, Hidalgo County, Texas.
14. Minimum building setback lines shall be: front 20 feet; side 6 feet except on lots adjacent to a street it shall be 20 feet; rear 20 feet from the lot line or easement line, whichever is greater; utility easements as shown on map of Eldora Heights Mobile Home Subdivision, Phase III, recorded in Volume 44, Pages 64 and 65, Map Records of Hidalgo County, Texas.

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

Grantor's Obligations
Grantor agrees to:
1. keep the property in good repair and condition. In the event Grantor fails to keep the Property mowed and clean, Beneficiary shall have the right, without having to first notify Grantor, to enter upon the Property, mow it, and clean up debris located on the Property. Beneficiary shall have the right to charge Grantor a Service Fee for performing such services;
2. pay all taxes and assessments on the property when due, or tax escrow payments when they are due;
3. preserve the lien's priority as it is established in this deed of trust;
4. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments;
5. become familiar with, and strictly comply with the Declaration of Protective Covenants (the "Covenants") applicable to the Property covered by this Deed of Trust. Grantor acknowledges receipt of a copy of such Covenants and agrees to abide by all of the provisions contained in the Covenants;
6. notify Beneficiary in writing of any change of address on or before ten days after changing addresses. Until such notification is received by Beneficiary, Beneficiary shall have the right to use the address stated in this Deed of Trust for purposes of sending any and all notices to Buyer;
7. deliver to Beneficiary in February of each calendar year, beginning next year, tax receipts showing all taxes for the previous year have been fully paid and satisfied and in the event Grantor fails to do so, Beneficiary, at its option, may declare a default under this deed of trust and declare the entire indebtedness hereby secured to be at once due and payable;

8. to comply, at Grantor's sole expense, with the requirements of all laws, ordinances or regulations enacted by, or issued under the authority of the United States, the State of Texas or any political subdivision or special district thereof, with regard to the installation of on-site septic systems or sanitary sewer service connections or additional water connections not presently on the property. For purposes of determining a duty under this paragraph, a written determination by any official, agency or department of the United States, the State of Texas or any political subdivision or special district thereof that the property is not in compliance with any law, ordinance or regulation shall be deemed to be conclusive of the fact, and shall entitle Beneficiary to enforce this obligation. Failure to comply with this Paragraph shall constitute an event of default under the note and this Deed of Trust which shall entitle Beneficiary, at its option, to accelerate the note and to enforce the power of sale granted in this Deed of Trust.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. If Grantor fails to perform any of Grantor's obligations, including, but not limited to, regular note payments, taxes on the property, tax escrow payments, late charges, and Service fees, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
4. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
   a. declare the unpaid principal balance and earned interest on the note immediately due;
   b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code, as then amended; and
   c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.
5. Beneficiary and Beneficiary 's agents shall have the right to enter the Property at reasonable times to inspect it for compliance with Grantor's obligations.
6. In addition to all other rights granted to beneficiary. Beneficiary shall have the right (but not the duty) to enter onto the property for the purpose of performing Grantor's duty to comply with any laws, ordinances or regulations regarding the installation of on-site septic systems or sanitary sewer service connections or additional water connections not presently on the property. Beneficiary shall be reimbursed upon demand for all sums expended in the exercise of this right. All sums so expended shall bear interest at the rate stated in the note from the date of demand until payment. All sums so expended shall be secured by this deed of trust. Failure to reimburse Beneficiary shall give Beneficiary the right to accelerate the note and exercise the power of sale granted under this Deed of Trust. For Purposes of determining Beneficiary's right under this paragraph, a written determination by any official, agency or department of the United States, the State of Texas or any political subdivision or special district thereof that the property is not in compliance with any law, ordinance or regulation shall be deemed to be conclusive of the fact, and shall entitle Beneficiary to enforce this obligation. Grantor agrees to indemnify and hold Beneficiary harmless from any and all claims, suits, liabilities or damages arising form Beneficiary's exercise of Beneficiary's right under this paragraph. Grantor's interference with Beneficiary's right under this paragraph shall be an event of default under the note and this Deed of Trust which shall entitle Beneficiary, at the option, to accelerate the not and to enforce the power of sale granted under this Deed of Trust.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:
1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code, as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty deed binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty;
3. from the proceeds of the sale, pay in this order:
   a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
   b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
   c. any amounts required by law to be paid before payment to Grantor; and
   d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt, or if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
8. When the context requires, singular nouns and pronouns include the plural.
9. The term "note" includes all sums secured by this deed of trust.
10. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
11. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premiums and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.
12. Grantor has examined the Property to Grantor's complete satisfaction and knows its condition. In purchasing the Property, Grantor relies only on Grantor's examination and judgment, not on the representation of any other person as to value, future value, condition, size, age, use, or any other matter. Grantor acknowledges that in selling the Property Beneficiary makes no warranties other than title. Grantor agrees that the property

is being sold to and accepted by Grantor in its present condition, as is, where is, with all faults, if any, and without any representations or warranties whatsoever, express or implied.

13. Grantor acknowledges each of the following:

a. That no drainage system exists other than the current configuration of the land.

b. That Beneficiary shall not be responsible for any further clearing or improvement of the Property.

c. That there have been no arrangements by Beneficiary to provide fire protection or control to the Property. Any fire hydrants located on or near the Property may or may not be functionable, depending on the governmental entity having control of fire protection in the area.

d. If Grantor constructs, erects, or places any permanent improvements on the Property, Grantor must pay cash for all costs of the improvements, and they will become a part of the real estate. If Grantor places a mobile home on the Property, Grantor will provide Beneficiary in writing, notification of the name and address of any party holding a lien or security interest in such mobile home. If Beneficiary forecloses under this deed of trust, all permanent improvements, including those made by Grantor, will be the Property of the purchaser at the foreclosure sale.

e. As part of the consideration for the execution of this Agreement, Grantor, Grantor's successors and assigns, shall indemnify and hold harmless Beneficiary, its successors and assigns, and its officers, directors, controlling persons (if any), employees, stockholders, and agents, for any losses suffered by virtue of the following: all suits, actions, claims, losses, damages, injuries, and liabilities of any character, type or description accruing, brought or made for or on account of any injuries or damages received or sustained by any person or persons or other entity or property arising out of or occasioned by the deceptive, fraudulent, or ordinary or grossly negligent acts or omissions of Grantor, or any other type of litigation involving Grantor.

14. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

15. The debt evidenced by the Note is in part payment of the purchase price of the property; the debt is secured both by this Deed of Trust and by a Vendor's Lien on the property, which is expressly retained in a deed to Grantee of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust.

16. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within 20 days after notice to Grantor, Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three years or less without an option to purchase.

MANUEL SAENZ

MANUEL SAENZ

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 23 day of October, 2006, by MANUEL SAENZ.

NOTARY PUBLIC STATE OF TEXAS
ELOY GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-17-2010

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Eldora Heights, L.L.C.
P.O. Box 5848
McAllen, Texas 78502

EH 1278

Software by ReMerge-It Co.
(956) 630-9401
Sales@ReMerge-It.com

Chapter 232 Texas LGC Application

APPLICATION NO: 2-1217
Jul. 12, 2010

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

E5038-03-000-0278-00

[1] OWNER: SAENZ, MANUEL

904 SAN MIGUEL
SAN JUAN, TX.
Telephone No. 502-9604

[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: RES B

[7] LEGAL DESC./NAME OF SUBDIVISION
ELDORA HEIGHTS #3 LOT 278

LOCATION: 0 EARLING & C. CHAVEZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $1,400

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGUL
FRONT 20" REAR 20" SIDES 6" FINISH FLOOR OF ELEV
18" ABOVE TOP OF CURB.

Ana L Villarreal — Prepared by — 7/12/10 Date

jonathan olsidro — Approved by — 6/29/10 Date

Manuel Saenz — Signature of Owner or Applicant — 7/12/10 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0425C Pct: 2

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: 4-11713

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: David Silva

Address: 4121 E. Trenton Rd
Edinburg Tx, 78542

Phone: 956-498-3082

	Approved by Environmental Health:	Temporary Service	Final Service
		—	
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		SEWER
	Date Approved:	/ /	8/10/12

Water Supplier: N.A.W.S.

Utility Provider: [✓]M.V.E.C. [ ] AEP

Account/ESI No.: —

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:
Albino Rodriguez Est. L-10,

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

YES A plat has been prepared;
YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-23-76);
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 Manuel Cerda);
YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (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 Manuel Cerda);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 4-11713

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

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

PARTY MAKING REQUEST:

Name: David Silva

Address: 4121 E. Trenton Rd.
Edinburg Tx. 78542

Phone: 956-498-3082

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

Albino Rodriguez Est. Lot#10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

David Silva
Requesting Party (Signature)

8/8/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

08/15/12
Date

County Official

117265

CHARGE SIERRA TITLE
STC/GF# 95187

WARRANTY DEED

CONFORMS TO TEXAS STATE BAR FORM 2251 rev. 10-85

Date: February 28, 2003

Grantor: RAMON LLAMAS and wife, MARIA E. LLAMAS

Grantor's Mailing Address (including county): 238 Dorris DR.
Grand Prairie, TX 75051
Dallas County

Grantee: DAVID SILVA and wife, IRMA SILVA

Grantee's Mailing Address (including county): RR. 11, Box 283-C
Edinburg, Texas 78539
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):
Lot 10, ALBINO RODRIGUEZ ESTATES, Hidalgo County, Texas according to map thereof recorded in Volume 19, Page 104, Map Records of Hidalgo County, Texas.

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

Restrictions recorded in Volume 1598, Page 639, Deed Records of Hidalgo County, Texas and recorded in Volume 2226, Page 930, Official Records of Hidalgo County, Texas.

Water Service Agreement dated July 1, 1976, between North Alamo Water Supply Corporation and Albino Rodriguez recorded in Volume 1495, Page 947, Deed Records of Hidalgo County, Texas.

A ten foot (10') Utility Easement along the rear of subject property as shown on plat recorded in Volume 19, Page 104, Map Records of Hidalgo County, Texas.

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

All visible easements.

Oil and Gas Lease dated December 17, 1981, from Harold E. Brehm et al., to Hankey Oil Company recorded in Volume 411, Page 411 Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease dated February 2, 1982, from Albino R. Rodriguez and wife, Maria M. Rodriguez, to David E. Honeycutt recorded in Volume 412, Page 398, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease to Samson Lone Star Limited Partnership filed under Clerk's File Nos. 660818, 660819, 664198, 664199, 664200, 669249, 677192, 680149, 797838, 797839, 797843, 797848, 797849, 810426, 812151, 812153, 812154, 815491, 815492, 815493, 815494, 815495, 815496, 815497, 815498, 815499, 815500, 818235, 820470, 826549, 829390 and 838080.

All oil, gas, and other minerals reserved in Deed recorded in Volume 813, Page 146, Deed Records of Hidalgo County, Texas.

RAMON LLAMAS

MARIA E. LLAMAS

(Acknowledgment)

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 3rd day of March, 2003, by RAMON LLAMAS and wife, MARIA E. LLAMAS.

Candace Owens

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

CANDACE OWENS
MY COMMISSION EXPIRES
December 02, 2006

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

On: Mar 13,2003 at 09:06A

As a Recording

Document Number: 1177265
Total Fees : 16.00

Receipt Number - 483887
By,
Anna Maria Muniz, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11713
Jul. 26, 2012

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

A2500-00-000-0010-00

[1] OWNER: SILVA, DAVID & IRMA

RR 11 BOX 283C
EDINBURG, TX 78539-9326
Telephone No. 498-3082

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,021 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
ALBINO RODRIGUEZ ESTATE LOT 10

LOCATION: 0 TRENTON & R. LONGORIA

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

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

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

Prepared by — Date 7-26-12

Approved by — Date 7-26-12

Signature of Owner or Applicant — Date

Irma Silva David Silva 7-26-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425 C
Pct: 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
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Precinct No.1 Substation
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956-968-4734
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-11221

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:		Electricity On
Date Approved:	/ /	8 / 13 / 12

Name: Miriam Salas

Address: 412 S. Jenica
San Juan Tx
78589

Phone: (956) 460-8440

Water Supplier: NAWSC

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

Account/ESI No.: 266321001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Eldora Heights M-H PH II Lot #152,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-13-02);

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

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

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 Maria Ceja);

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

Raul O. 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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Edinburg, Texas 78542
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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: 411221

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: Miriam Salas

Address: 412 S. Jenica
San Juan TX. 78589

Phone: (956) 460-8440

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

Eldora Heights M-H Ph II Lot #152

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 Miriam Salas
Requesting Party (Signature)

X 6-20-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

6-20-12
Date

Raul D. Castillo
County Official

1446677 W/W

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: February 22, 2005

Grantor: Eldora Heights, L.L.C., a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 5848
McAllen, Texas 78502

Grantee: MIRIAM SALAS
First Grantee's Social Security Number: 467-61-5792

Grantee's Phone Number: (956) ~~781-5818~~ 460-8440
Grantee's Mailing Address (including county):
412 S. JENICA
San Juan, Texas 78589
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirteen Thousand Five Hundred Dollars and No Cents ($13,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to John G. Phillips, Trustee.

Property (including any improvements):

Lot(s) 152, Eldora Heights Mobile Home Subdivision, Phase II, as shown by the map or plat thereof recorded in Volume 41, Pages 111 through 114, Map Records, Hidalgo County, Texas

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, and there is also hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year which shall be paid by Grantee and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease (s) dated November 7, 1984, recorded in Volume 2066, Page 648, and dated December 27, 1986, recorded in Volume 2397, Page 922, both in the Official Records of Hidalgo County, Texas.
12. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease (s) dated February 16, 1999, recorded as Document Number 764574, and unitized in Instrument dated December 11, 1999, recorded Document Number 888450, both in the Official Records of Hidalgo County, Texas.
13. Restrictive covenants recorded as Document Number 1158409 in the Official Records of Hidalgo County, Texas.
14. Easement for right of way granted to Hidalgo County Irrigation District No. 2 recorded in Volume 2352, Page 76, Official Records, Hidalgo County, Texas.
15. The Minimum floor elevation shall be 18" above the top of curb measured at the front center of each lot.
16. Minimum building setback lines shall be: front 20 feet; side 6 feet except on lots adjacent to a street it shall be 20 feet; rear 20 feet from the lot line or easement line, whichever is greater; utility easements as shown on map of Eldora Heights Mobile Home Subdivision, Phase II, recorded in Volume 41, Pages 111-114, Map Records of Hidalgo County, Texas.

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

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

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

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

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

Eldora Heights, L.L.C., a Texas Limited Liability Company

BY: _____
John G. Phillips, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 22 day of February, 2005, by John G. Phillips, President, President of Eldora Heights, L.L.C., a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

_____
Notary Public, State of Texas

ELOY GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-07-2006

AFTER RECORDING RETURN TO:

Eldora Heights, L.L.C.
P.O. Box 5848
McAllen, Texas 78502

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

On: Mar 15,2005 at 11:14A

As a Recording

Document Number: 1446577
Total Fees : 16.00

Receipt Number - 659679
By,
Anna Maria Muniz, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11221
Jan. 11, 2012

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

E5038-02-000-0152-00

[1] OWNER: SALAS, MIRIAM

412 S. JENICA
SAN JUAN, TX 78589-9801
Telephone No. 309-8873

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,260 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
ELDORA HEIGHTS PH II
LOT #152
5/30/3/NA/MVT168046-001/F

LOCATION: 0 ELDORA & C. CHAVEZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[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-20' REAR-20' SIDES-6'

Prepared by — Date: 1-11-12

Approved by — Date: 1-10-12

x RICARDO ACOSTA. — Signature of Owner or Applicant — Date: x 1-11-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 2

Community No.: 0425 C

Certification of Elevation
Required: ____ YES ___NO ____ BFE

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

[NOTICE]

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

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

AI-33592 **5. A.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office:
Approval of July 2012 Check processing fee report.

BACKGROUND

District Attorney's Office Checks Month Report - July 2012

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

DAHCMR072012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/06/2012 12:55 PM
Sylvia Solis	Sylvia Solis	08/09/2012 04:50 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Roy Cazares Started On: 08/06/2012 11:31 AM

Final Approval Date: 08/17/2012

Revised

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED July 31, 2012

MONIES RECEIVED

BEGINNING RECEIPT #	94029	ENDING RECEIPT #	94351

TOTAL RECEIPTS FOR THIS MONTH:	323
TOTAL RECEIPTS VOIDED THIS MONTH:	1

Restitution Collected This Month *PC Ch. 32.41 (e)*	$114,193.64
Court Costs Collected This Month *CCP Art. 102.0071*	12,023.75
Processing Fees Collected This Month *CCP Art. 102.007 (c)*	12,751.82
Merchant Fees Collected This Month *BCC Ch. 3.506 (b)*	4,620.00
Overpayments/Refunds for This Month	4,235.63
Interest Earned on Bank Acct. *LGC 113.021 (c)*	0.00
Total Collections for This Month	$147,824.84

DISBURSEMENTS

BEGINNING CHECK #	187620	ENDING CHECK #	187853

TOTAL CHECKS FOR THIS MONTH:	234
TOTAL CHECKS VOIDED THIS MONTH:	0

Restitution Disbursed This Month	$114,237.84
Court Costs Disbursed This Month	12,023.75
Processing Fees Disbursed- County Treasurer	12,751.82
Merchant Fees Disbursed This Month	4,620.00
Refunds of Overpayments to Defendants	4,191.43
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$147,824.84

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Hidalgo County Criminal District Attorney — Date: 8/7/12

Prepared By — Date: 8-7-12

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

AI-33785 **6. A.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan Hardship withdrawal request for employee #128759

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 10:53 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Monica Badillo Started On: 08/17/2012

Final Approval Date: 08/17/2012

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan Employee # 128759

Participant [redacted]

Address [redacted]

Social Secu [redacted]

SECTION I - [redacted]

I understand t[redacted] the withdraw[redacted] distributions, c[redacted] me under the[redacted] taxable as ord[redacted] [redacted] tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible 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 $ 100 % Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? NO If so what was the amount taken $ 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 Edwards C. Date 7/24/12

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-33644 **7. A.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Maria Figueroa, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
A5527.01.000.0002.00	Corelogic	$ 4,704.52
E5560.00.000.0015.00	Corelogic	$ 2,867.12
K6910.01.000.0045.00	Corelogic	$ 2,859.46
K6910.06.000.0111.00	Corelogic	$ 2,602.79
L0450.00.197.0000.05	Corelogic	$ 2,515.63
L2218.00.000.0053.00	Corelogic	$ 2,699.17
L3080.00.000.0050.00	Netco Texas	$ 3,328.73
U1050.00.000.0008.00	Corelogic	$4,892.97

BACKGROUND

Attachments

Corelogic

Form Review

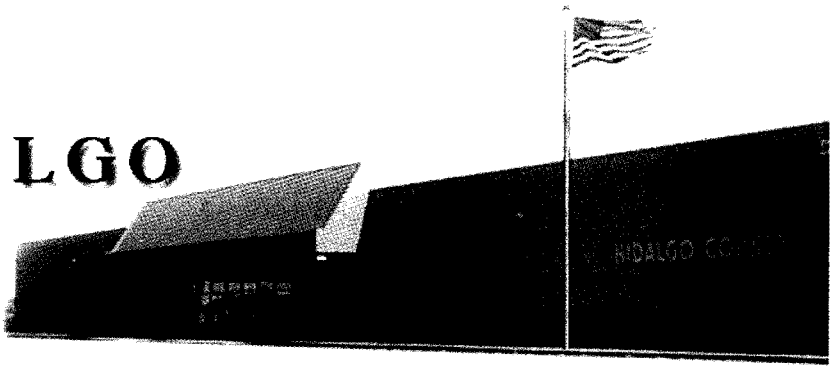
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 04:51 PM
Perla Lopez	Perla Lopez	08/09/2012 09:59 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Maria Figueroa Started On: 08/08/2012 04:41 PM

Final Approval Date: 08/17/2012

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

August 8, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2,500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

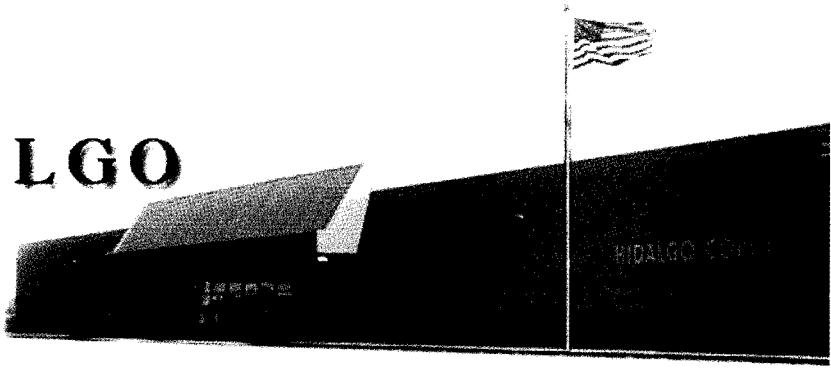
Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
A5527.01.000.0002.00	CORELOGIC	$ 4,704.52
E5560.00.000.0015.00	CORELOGIC	$ 2,867.12
K6910.01.000.0045.00	CORELOGIC	$ 2,859.46
K6910.06.000.0111.00	CORELOGIC	$ 2,602.79
L0450.00.197.0000.05	CORELOGIC	$ 2,515.63
L2218.00.000.0053.00	CORELOGIC	$ 2,699.17
L3080.00.000.0050.00	NETCO TEXAS	$ 3,328.73
U1050.00.000.0008.00	CORELOGIC	$ 4,892.97

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

02161 2142

Print Date: 01/04/2012

Account Number
A5527-01-000-0002-00 ✓
HCAD No. 612929 ✓

Legal Description of the Property
ARBOLEDAS PH 1 LOT 2

7604 N 4TH

OWNER: ZAPATA HERLINDA J ✓

Payer:
CORELOGIC ✓
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

2011 OVERAGE AMOUNT $4,704.52 ✓

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11e of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Ocwen loan Servicing	Relationship to Property Owner: Servicer
	Mailing Address: 1661 Worthington Rd Suite 100	Daytime Telephone Number: 800 - 280 - 3363
	City, State, Zip Code: WPB FL 33409.	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011 ✓ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account 11-23-11 - 235812.	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE	Date of application: 6-25-12
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	

AUDITORS USE ONLY: ☑ Approved ☐ Denied By: [signature] Date: 8/2/12

TAX OFFICE USE ONLY: ☑ Approved ☐ Denied By: [signature] Date: 7/6/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 7/19/12

7/17

7/31/12

Chase
12181110923

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

12/28

Print Date: 12/22/2010

FINAL NOTICE

AUDITED BY: THE HIDALGO
CC
DATE: 7-30-12 7/31/12 42105000

COMMERCIAL
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number
E5560-00-000-0015-00
HCAD No. 342923

Legal Description of the Property
EMERALD POINT LOT 15

3208 N CYNTHIA LN

OWNER: ROJAS RAYMUNDO & GRACIELA E

2010 OVERAGE AMOUNT $2,867.12

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

CK# 607267777 12-29-10

Step 1: Identify the Payer requesting the refund if different than shown above	Name: CHASE REFUND DEPT	Relationship to Property Owner: MORTGAGE CO.
	Mailing Address: PO BOX 961227	Daytime Telephone Number: 817-649-3093
	City, State, Zip Code: FORT WORTH TX 76161	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	[ ] Overpaid the account	
	[X] Duplicate payment	
	[ ] Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	2867.12
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2867.12
Step 5: How should the refund be processed?	[ ] Mail to Property Owner	
	[X] Mail to Payer at address in Step 1	
	[ ] Transfer this amount to account	For tax year
	[ ] Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE c/o Chase	Date of application: 4-27-12
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	[X] Approved [ ] Denied By:	Date: 8/2/12
TAX OFFICE USE ONLY:	[X] Approved [ ] Denied By:	Date: 7/16/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

7/17

052 91 2 688

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/04/2012

SECOND NOTICE

(ACTIVE)

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 7-23-12

CORELOGIC
–
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number
K6910-01-000-0045-00 *
HCAD No. 597524 *

Legal Description of the Property
KINGWOOD ESTATES PH 1 LOT 45

5321 N 25TH ST

OWNER: GONZALES LYDIA G & VICTOR R

2011 OVERAGE AMOUNT $2,859.46

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND loan 7425591948

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name GMAC Mortgage *	Relationship to Property Owner	Mortgage
	Mailing Address P.O. Box 961219	Daytime Telephone Number	800-229-8426 x2340
	City, State, Zip Code Ft Worth, Tx 76161-0219		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account	
	✓	Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer		2859.46
	Total tax, penalty, and interest amount owed for the year		2859.46
	Amount of refund claimed		2859.46
Step 5: How should the refund be processed?		Mail to Property Owner	
	✓	Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE Allison Stahl * for GMAC Mortgage		Date of application 7/10/12 *
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	✓ Approved ☐ Denied	By:	Date: 8/2/12
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied	By: *	Date: 7/16/12 *

This application must be completed, signed, and submitted with supporting documentation to be valid.

7/17

052 91 2087

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/04/2012

SECOND NOTICE

#0501548889
ACTIVE
FLAGSTAR
CURR. CUST. NAME:
FLAGSTAR

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CR 7-31-12
7/31/12

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number
K6910-06-000-0111-00 &
HCAD No. 654601 &

Legal Description of the Property
KINGWOOD ESTATES PH 6 LOT 111

4902 N 24TH LN

OWNER: FEDERAL NATIONAL MORTGAGE ASSOC

2011 OVERAGE AMOUNT $2,602.79

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Corelogic	Relationship to Property Owner: Mortgage Co.
	Mailing Address: PO Box 961250	Daytime Telephone Number: 816-699-2601
	City, State, Zip Code: FT Worth, TX 76161	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account
	X	Duplicate payment
		Paid in error (explain)
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	2602.79
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2602.79
Step 5: How should the refund be processed?		Mail to Property Owner
	X	Mail to Payer at address in Step 1
		Transfer this amount to account — For tax year
		Escrow for next year 's taxes
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Danielle Nellum on behalf of Corelogic	Date of application 7-12-2012
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied	By: [signature] Date: 8/2/12
TAX OFFICE USE ONLY:	☐ Approved ☐ Denied	By: [signature] Date: 7/26/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

7/26

Chase
01112425 41

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

FINAL NOTICE

12/8

Print Date: 12/22/2010

42108000

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: OK 7-23-12
7/31/12

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number
L0450-00-197-0000-05 4
HCAD No. 207458 4

Legal Description of the Property
LA BLANCA "B" E165'-W660' EXC N242'-S344.59'-W90'-E824.90' BLK 197 3.71AC NET

HWY 107
OWNER: MARTINEZ VIRGINIA

✓

2010 OVERAGE AMOUNT $2,515.63

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 4: EMERGENCY SERV DISTRICT #2, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Ck # 60726758 - 12-29-10

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Chase Refund Dept	Relationship to Property Owner: Mortgage Co
	Mailing Address: PO Box 961227	Daytime Telephone Number: 817-699-3093
	City, State, Zip Code: Fort Worth TX 76161	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	[ ] Overpaid the account	
	[X] Duplicate payment	
	[ ] Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	2515.63
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2515.63
Step 5: How should the refund be processed?	[ ] Mail to Property Owner	
	[X] Mail to Payer at address in Step 1	
	[ ] Transfer this amount to account	For tax year
	[ ] Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE C/O Chase	Date of application 4-27-12
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	[✓] Approved [ ] Denied By:	Date: 8/2/12
TAX OFFICE USE ONLY:	[✓] Approved [ ] Denied By:	Date: 7/16/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

7/17

Chase
1749450823

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 12/22/2010

12/8

FINAL NOTICE

42108000

AUDITED BY: THE HIDALGO CO [illegible] OFFICE
DATE. CR 7-23-12
L.C 7/31/12

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number
L2218-00-000-0053-00 4
HCAD No. 711937 4

Legal Description of the Property
LAGO VISTA LOT 53

4301 S K CENTER ST

OWNER: BARAJAS JUAN J & CYNTHIA D 4 ✓

2010 OVERAGE AMOUNT $2,699.17

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

CK# 60726749 12-29-10

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Chase Refund Dept	Relationship to Property Owner: Mortgage Company
	Mailing Address: PO Box 961227	Daytime Telephone Number: 817-654-3093
	City, State, Zip Code: Fort Worth TX 76161	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	11,172.44
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2,699.17
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE [signature] c/o Chase	Date of application 4-27-12 4
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: [signature]	Date: 8/2/12
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: [signature] 4	Date: 7/16/12 4

This application must be completed, signed, and submitted with supporting documentation to be valid.

7/17

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
FARIAS JUAN F III & AMPARO (PAID BY: NETCO TEXAS)

Present mailing address *(number and street)*
4810 N 29TH ST

City, town or post office, state, ZIP code
MCALLEN, TX 78504

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LAS BANDERAS LOT 50

Step 2: Describe the property

Address or location of property:

651858

Account number of property:
L3080.00.000.0050.00

Tax receipt number:
OR 16942779

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	11/30 / 2010	$ 3328.73	$ 3328.73
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3328.73

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ACCT # 651858

REFUND BACK TO MORTGAGE.

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund: 6/28/12

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: RM 7-24-12 7/31/12

sign here — Authorized officer

Date: 8/2/12

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date: 7/16/12

7/17

021612 164

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/04/2012

Account Number
U1050-00-000-0008-00 ✓
HCAD No. 668323 ✓

Legal Description of the Property
UNIVERSITY PARK LOT 8

820 CROSS LN

OWNER: DEUTSCHE BANK NATIONAL

Payer:
CORELOGIC ✓
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

2011 OVERAGE AMOUNT $4,892.97 ✓

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 22: CITY OF EDINBURG, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Ocwen Loan Servicing	Relationship to Property Owner: Servicer
	Mailing Address: 1661 Worthington Rd Suite 100	Daytime Telephone Number: 800 - 280 - 3863
	City, State, Zip Code: WPB, FL 33409	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011 ✓ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☑ Overpaid the account – 235812 – 11-23-11	
	☐ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	☑ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE	Date of application: 6-25-12
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	

AUDITORS USE ONLY: ☑ Approved ☐ Denied By: [signature] Date: 8/2/12

TAX OFFICE USE ONLY: ☒ Approved ☐ Denied By: [signature] Date: 7/16/12

This application must be completed, signed, and submitted with supporting documentation to be valid.

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: RN 7/19/11

7/12

AI-33569 **8. A.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

County Clerk:
Requesting approval to pay the 2012 Urban Recorders Alliance Annual membership dues in the total amount of $50.00 for Mrs. Annette Muñiz, with authority for the County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-40-180-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as 08-16-12 through req. # 220514 in the amount of 50.00 for urban Recorders Alliance Annual Dues

Attachments

2012 Urban Recorders Alliance Annual Dues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2012 03:11 PM
Veronica Ortiz	Veronica Ortiz	08/16/2012 04:56 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Sandra Solis Started On: 08/02/2012 02:39 PM

Final Approval Date: 08/17/2012

Urban Recorders Alliance

MEMBERSHIP APPLICATION

(Attach this form to your payment and mail to Nancy Rister, P.O. Box 1674, Georgetown, TX 78627)

OR email the information to NANCY RISTER at nrister@wilco.org

MEMBER NAME: Annette Muñiz
PRINT

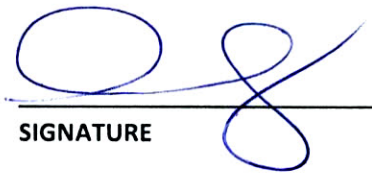
TITLE: County Clerk's Chief Deputy

COUNTY: Hidalgo

MAILING ADDRESS: 100 N. Closner
Edinburg, Texas 78539

PHONE: OFFICE #: 956-318-2149 **CELL #:** 956-330-3113

EMAIL ADDRESS: acmuniz23@sbcglobal.net



SIGNATURE **DATE** 07/26/2012

TYPE OF MEMBERSHIP: **YEAR:**

Annual for County Clerk $100 and $50 per staff member

PAYMENT RECEIVED **CERTIFICATE SENT:**

Urban Recorders Alliance
EIN# 32-0368021
C/O Nancy Rister
P.O. Box 1674
Georgetown, TX 78627

Invoice

DATE	INVOICE #
7/26/2012	2473

BILL TO

Deputy Annette Muniz
100 North Closner
Edinburg, TX 78539

DUE DATE
8/25/2012

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Deputy	Annual Dues-Deputy of County Clerk	1	50.00	50.00
			Total	50.00

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Annette Muñiz, do hereby state that my membership in the Urban Recorders Alliance, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: 07/27/12

TITLE: Chief Deputy

Before me Sandra Solis, a Notary Public, appeared Annette Muñiz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

Sandra Solis
DEPUTY CLERK IN AND FOR
THE STATE OF TEXAS

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

Requisition

Req # 00220514

PO #

Date: 08/02/12

Bill To: x
x

Vendor : 397954
URBAN RECORDERS ALLIANCE
P.O. BOX 1674
GEORGETOWN TX 78627
FAX (512)943-5286

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	ANNUAL DUES-FOR ANNETTE MUNIZ CHIEF DEPUTY CLERK FOR HIDALGO COUNTY CLERKS OFFICE.	50.00	50.00
		Account No	Encumbrance	
		2-1100-415-40-180-001-0-810	50.00	
			Freight	.00
			Total	50.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-33689 **9. A.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Financial Reports for June and July 2012.

BACKGROUND

Policy Council Approval: 08.15.12

Attachments

Financial Reports

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/14/2012 11:14 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Linda Galaviz Started On: 08/13/2012 10:34 AM

Final Approval Date: 08/17/2012

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 15, 2012

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Reports: June 2012 and July 2012

****

INITIATED BY: Elma Keller, Finance Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Financial Report

June, 2012

Hidalgo County Head Start Program
Encumbrance Budget Report - 2012 Policy Council Budget
From 6/1/2012 Through 6/30/2012

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	16,479,752.73	7,895,065.38	0.00	8,584,687.35	52.09%	1,249,017.67
02	FRINGE BENEFITS	5,506,049.11	2,628,468.56	0.00	2,877,580.55	52.26%	429,054.57
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
05	SUPPLIES	880,233.40	593,012.72	0.00	287,220.68	32.63%	87,578.22
06	OTHER COST	1,951,925.76	1,166,841.52	44,674.44	740,409.80	37.93%	95,774.23
Report Total		24,827,961.00	12,283,388.18	44,674.44	12,499,898.38	50.35%	1,861,424.69

Financial Report

July, 2012

Hidalgo County Head Start Program
Encumbrance Budget Report - 2012 Policy Council Budget
From 7/1/2012 Through 7/31/2012

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	16,911,434.00	9,229,668.48	0.00	7,681,765.52	45.42%	1,334,603.10
02	FRINGE BENEFITS	5,631,287.00	3,070,271.26	0.00	2,561,015.74	45.48%	441,802.70
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
05	SUPPLIES	910,967.00	635,116.46	93,234.81	182,615.73	20.05%	42,103.74
06	OTHER COST	2,170,918.00	1,293,445.11	57,966.14	819,506.75	37.75%	126,603.59
Report Total		25,634,606.00	14,228,501.31	151,205.92	11,254,903.74	43.91%	1,945,113.13

AI-33694 **9. B.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Risk Management Quarterly Report

BACKGROUND

Policy Council Approval: 08.15.12

Attachments

Risk Management Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/14/2012 11:14 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Linda Galaviz Started On: 08/13/2012 10:48 AM

Final Approval Date: 08/17/2012

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 15, 2012

SUBJECT: Approval of Risk Management Report

RATIONALE/NEED: A quarterly Risk Management Report on Worker's Compensation cases will be submitted to keep the Policy Council informed on employee injuries and absences.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Risk Management Report

****

INITIATED BY: Noemi Flores, Safety Officer Noemi Flores

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Human Resource Department
Risk Management Report

2nd. Quarterly Report 04/01/12 to 06/30/12

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
1.	12467869	Record Only	004235	Assistant Teacher	McAllen VI	4/2/12	4/3/12	Struck By	Closed
2.	12467877	Record Only	003803	Center Manager	McAllen VI	4/2/12	4/3/12	Human Bite	Closed
3.	12467809	Medical	001489	Support Service Assistant	San Juan I	4/2/12	Open	Slipped	On-Going
4.	12467826	Type Denied	002113	Disability Service Aide	Sullivan City	4/2/12	Open	Fall	On-Going
5.	12468056	Type Denied	003747	Support Service Assistant	Donna II	4/3/12	5/24/12	Strain	Closed
6.	12468045	Medical	004206	Teacher	Weslaco I	4/4/12	6/27/12	Fall	Closed
7.	12468410	Type Denied	001359	Teacher	Edinburg V	4/4/12	Open	Slip/Fall	On-Going
8.	12468609	Medical	003339	Transportation Coordinator	Administration	4/5/12	7/2/12	Slip/Fall	Closed
9.	12468527	Type Denied	003499	Assistant Teacher	McAllen II	4/10/12	Open	Strain	On-Going
10.	12468977	Record Only	004428	Disability Service Aide	McAllen II	4/13/12	4/16/12	Contusion	Closed
11.	12469099	Record Only	002158	Teacher	Palmview II	4/16/12	4/17/12	Strain	Closed
12.	12469570	Record Only	003964	Teacher	McAllen	4/19/12	4/23/12	Human Scratch	Closed
13.	12469409	Medical	004329	Bus Aide/Substitute	San Juan II	4/19/12	Re-Open	Strain	On-Going
14.	12469564	Medical	002539	Custodian	Palmview II	4/20/12	Open	Laceration	On-Going

Hidalgo County Head Start Program
Human Resource Department
Risk Management Report

2nd. Quarterly Report 04/01/12 to 06/30/12

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
15.	12470105	Medical	002521	Assistant Teacher	McAllen II	4/23/12	5/24/12	Contusion	Closed
16.	12470155	Medical	002547	Bus Aide/Substitute	Sullivan City	4/26/12	6/23/12	Contusion	Closed
17.	12470515	Medical	004105	Custodian	McAllen II	5/1/12	Re-Open	Sprain	On-Going
18.	12470729	Record Only	003964	Teacher	McAllen VI	5/3/12	5/4/12	Human Bite	Closed
19.	12470844	Record Only	002712	Assistant Teacher	San Juan I	5/4/12	5/7/12	Human Bite	Closed
20.	12471326	Record Only	002893	Custodian	Edinburg III	5/9/12	5/10/12	Human Bite	Closed
21.	12471298	Type Denied	002707	Custodian	Edinburg IV	5/9/12	6/26/12	Slip/Fall	Closed
22.	12472094	Type Denied	004176	Teacher	Palmview I	5/10/12	Re-Open	Slip/Fall	On-Going
23.	12472099	Medical	004005	Custodian	Mercedes I	5/16/12	6/29/12	None	Closed
24.	12472706	Record Only	004389	Teacher	Edinburg IV	5/17/12	5/23/12	Struck By	Closed
25.	12472641	Medical	002209	Assistant Teacher	Weslaco I	5/21/12	6/23/12	Contusion	Closed
26.	12472970	Medical	004402	Center Clerk	Mission II	5/24/12	6/27/12	Foreign Body	Closed
27.	12473764	Record Only	000511	Field Operations Director	Administration	6/4/12	6/5/12	Contusion/Laceration	Closed
28.	12474536	Record Only	003952	Field Operations Clerk	Administration	6/13/12	6/13/12	Puncture Wound	Closed

Hidalgo County Head Start Program
Human Resource Department
Risk Management Report

Quarterly Report 04/01/12 to 06/30/12

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
29.									
30.									
31.									
32.									
33.									
34.									
35.									
36.									
37.									
38.									
39.									
40.									
41.									

AI-33693 **9. C.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Monthly Report for Special Services for June and July 2012.

BACKGROUND

Policy Council Approval: 08.15.12

Attachments

Special Services Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/14/2012 11:14 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Linda Galaviz Started On: 08/13/2012 10:46 AM

Final Approval Date: 08/17/2012

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 15, 2012

SUBJECT: Approval of Special Services Monthly Report

RATIONALE/NEED: This report keeps the Policy Council Members informed on the number count of children with special needs.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Special Services Reports: June 2012 and July 2012

****

INITIATED BY: Connie Horta, Special Services Director

REVIEWED BY: Nora S. Munoz, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Special Services Report:

June, 2012

Special Services Monthly Program Report
June 2012

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Qualify	Parent Refusal of Services	Total Center Enrollment	10% Quota
Alamo	19	0	22	5	0	117	12
Alton	16	0	11	9	4	100	10
Donna I	17	7	26	7	7	136	14
Donna II	4	2	12	5	0	60	6
Donna IV	3	2	4	0	1	33	3
Edcouch	10	4	29	2	0	185	18
Edinburg I	2	2	10	4	2	57	6
Edinburg II	4	1	8	2	0	34	3
Edinburg III	3	1	9	3	0	51	5
Edinburg IV	17	10	28	5	1	194	19
Edinburg V	14	0	26	2	4	154	15
Elsa	8	1	10	1	0	57	6
Hidalgo	6	0	6	1	0	54	5
La Herencia	7	1	2	3	0	52	5
La Joya	9	0	7	0	0	91	9
Las Milpas I	13	0	19	1	0	114	11
Las Milpas II	9	0	7	0	0	51	5
McAllen II	14	0	14	2	1	111	11
McAllen IV	4	0	3	3	0	51	5
McAllen V	10	0	2	0	0	57	6
McAllen VI	8	0	2	1	1	51	5
Vine Terrace	6	0	4	1	3	56	6
Mercedes I	14	1	15	2	1	117	12
Mercedes II	3	0	5	4	0	34	3
Mission I	6	4	5	1	0	80	8
Mission II	21	2	22	5	1	148	15
Mission III	10	1	4	6	0	51	5
Mission IV	6	0	6	0	0	55	6
Monte Alto	9	1	1	0	1	37	4
Palmview I	20	0	11	5	0	148	15
Palmview II	10	2	17	5	0	148	15
Palmview III	15	3	3	4	1	108	11
Pharr	17	0	10	3	0	95	10
Progreso	3	1	4	4	0	57	6
San Carlos	3	0	16	2	0	80	8
San Juan I	7	0	10	1	7	54	5
San Juan II	27	1	12	6	1	179	18
Sullivan	16	0	12	6	0	94	9
UTPA	5	0	6	1	0	34	4
Weslaco I	4	4	18	5	2	77	8
Weslaco II	6	0	12	7	0	74	7
Weslaco III	8	3	12	1	0	97	10
Western Rd	16	0	6	0	0	57	6
Total	**429**	**54**	**468**	**125**	**38**	**3690**	**370**

10% Quota Met

Updated 08/6/2012

Special Services Report:

July, 2012

Special Services Monthly Program Report
July 2012

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Qualify	Parent Refusal of Services	Total Center Enrollment	10% Quota
Alamo	19	0	22	5	0	117	12
Alton	16	0	11	9	4	100	10
Donna I	17	7	26	7	7	136	14
Donna II	4	2	12	5	0	60	6
Donna IV	3	2	4	0	1	33	3
Edcouch	10	4	29	2	0	185	18
Edinburg I	2	2	10	4	2	57	6
Edinburg II	4	1	8	2	0	34	3
Edinburg III	3	1	9	3	0	51	5
Edinburg IV	17	10	28	5	1	194	19
Edinburg V	14	0	26	2	4	154	15
Elsa	8	1	10	1	0	57	6
Hidalgo	6	0	6	1	0	54	5
La Herencia	7	1	2	3	0	52	5
La Joya	9	0	7	0	0	91	9
Las Milpas I	13	0	19	1	0	114	11
Las Milpas II	9	0	7	0	0	51	5
McAllen II	14	0	14	2	1	111	11
McAllen IV	4	0	3	3	0	51	5
McAllen V	10	0	2	0	0	57	6
McAllen VI	8	0	2	1	1	51	5
Vine Terrace	6	0	4	1	3	56	6
Mercedes I	14	1	15	2	1	117	12
Mercedes II	3	0	5	4	0	34	3
Mission I	6	4	5	1	0	80	8
Mission II	21	2	22	5	1	148	15
Mission III	10	1	4	6	0	51	5
Mission IV	6	0	6	0	0	55	6
Monte Alto	9	1	1	0	1	37	4
Palmview I	20	0	11	5	0	148	15
Palmview II	10	2	17	5	0	148	15
Palmview III	15	3	3	4	1	108	11
Pharr	17	0	10	3	0	95	10
Progreso	3	1	4	4	0	57	6
San Carlos	3	0	16	2	0	80	8
San Juan I	7	0	10	1	7	54	5
San Juan II	27	1	12	6	1	179	18
Sullivan	16	0	12	6	0	94	9
UTPA	5	0	6	1	0	34	4
Weslaco I	4	4	18	5	2	77	8
Weslaco II	6	0	12	7	0	74	7
Weslaco III	8	3	12	1	0	97	10
Western Rd	16	0	6	0	0	57	6
Total	**429**	**54**	**468**	**125**	**38**	**3690**	**370**

10% Quota Met

Updated 08/6/2012

AI-33691 **9. D.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Monthly Report for Texas Department of Agriculture Meals and Snacks Served for June and July 2012.

BACKGROUND

Policy Council Approval: 08.15.12

Attachments

Meals/Snacks Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/14/2012 11:14 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Linda Galaviz Started On: 08/13/2012 10:43 AM

Final Approval Date: 08/17/2012

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 15, 2012

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Monthly Report

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Meals-Snacks Reports: June 2012 and July 2012

****

INITIATED BY: Gilbert Silva, Interim Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Hors

Meals/Snacks Report

June and July

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Aug. '11	Sept. 11	Oct. '11	Nov. '11	Dec. '11	Jan. '12	Feb. '12	Mar. '12	Apr. '12	May. '12	June/July '11	Meal Totals
Breakfast	39,393	69,272	65,910	57,677	31,562	59,267	62,826	47,057	59,892	51,944	Centers closed	544,800
Lunch	39,430	68,976	65,646	57,225	30,854	59,113	62,678	46,827	58,397	50,397	Centers closed	539,543
PM Snack	35,495	60,013	59,329	48,800	25,310	53,395	56,309	42,155	51,023	42,608	Centers closed	474,437
Monthly Totals	114,318	198,261	190,885	163,702	87,726	171,775	181,813	136,039	169,312	144,949	Centers closed	1,558,780

*Preliminary

Rates for Free Meal Reimbursement

Breakfast: $ 1.51

Lunch: $ 2.77

Cash in Lieu of Commodities (Lunch): $0.2225

Snack: $ 0.76

Submitted by: *Veronica Templeton, CN Bookkeeper*

8/1/2012

AI-33690 **9. E.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Children's Applications for Program Year 2012-2013

BACKGROUND

Policy Council Approval: 08.15.12

Attachments

Children's Applications

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/14/2012 11:14 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Linda Galaviz Started On: 08/13/2012 10:37 AM

Final Approval Date: 08/17/2012

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 15, 2012

SUBJECT: Approval of Children's Applications for Program Year 2012-2013

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Children's Applications Report

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Application Status Report: PY 2012 - 2013 (Approval Date: 8/15/2012)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Waiting List	Vacancies
1	Alamo (6 - 119)	117	62	55	143	2	90	
2	Alton (5 - 100)	100	49	51	97		46	
3	Donna I (8 - 136)	136	55	81	124	2	45	
4	Donna II (3 - 60)	60	28	32	58	1	27	
5	Donna IV (2 - 33)	33	17	16	36	1	21	
6	Edcouch (10 - 257)	182	93	89	120	11	42	
7	Edinburg I (3 - 67)	57	21	36	54	3	21	
8	Edinburg II (2 - 34)	34	20	14	31	1	18	
9	Edinburg III (3 - 51)	51	22	29	37	1	9	
10	Edinburg IV (10-194)	194	86	108	175	4	71	
11	Edinburg V (8 - 182)	154	80	74	127	3	56	
12	Elsa (3 - 64)	57	30	27	36	1	10	
13	Hidalgo (3 - 60)	54	31	23	44		21	
14	La Herencia (3 - 52)	52	22	30	38		8	
15	La Joya (5 - 116)	94	50	44	74	3	33	
16	Las Milpas I (6 - 120)	114	58	56	107	1	52	
17	Las Milpas II (3 - 51)	51	33	18	43		25	
18	McAllen II (7 - 178)	135	57	78	111	25	58	
19	McAllen IV (3 - 51)	51	20	31	42		11	
20	McAllen V (3 - 67)	57	21	36	49	1	14	
21	McAllen VI (3 - 51)	51	18	33	38	2	7	
22	Mercedes I (6 - 119)	117	64	53	105	1	53	
23	Mercedes II (2 - 34)	34	12	22	37		15	
24	Mission I (4 - 110)	80	38	42	55	1	14	
25	Mission II (8 - 148)	148	59	89	95	4	10	
26	Mission III (3 - 51)	51	29	22	27	1	6	
27	Mission IV (3 - 62)	55	29	26	46	2	22	
28	Monte Alto (2 - 40)	37	12	25	32	1	8	
29	Palmview I (8 - 188)	100	79	21	90	5	74	
30	Palmview II (8 - 192)	160	62	98	120	3	25	
31	Palmview III (6 - 122)	120	70	50	64	1	15	
32	Pharr (5 - 100)	94	67	27	90	2	65	
33	Progreso (3 - 60)	57	28	29	40	3	14	
34	San Carlos (4 - 80)	80	38	42	71	1	30	
35	San Juan I (3 - 60)	54	23	31	44		13	
36	San Juan II (10 - 182)	179	85	94	131	5	42	
37	Sullivan City (6 - 124)	94	60	34	41		7	
38	UTPA (2 - 34)	34	18	16	26	8	18	
39	Vine Terrace (3 - 60)	57	17	40	51		11	
40	Weslaco I (4 - 84)	77	31	46	58		12	
41	Weslaco II (4 - 84)	74	31	43	64		21	
42	Weslaco III (5 - 100)	97	45	52	75	2	25	
43	Western Rd (3 - 69)	57	26	31	80		49	
	GRAND TOTAL	3690	1796	1894	3026	102	1234	0

AI-33634 **10. A.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise a Request for Proposals and approval of procurement packet (i.e. legal notice, requirements, scope of services, evaulation criteria, etc.) as attached hereto for: "Section 125 Voluntary Insurance Products for Hidalgo County"-RFP #2012-145-00-00-CGA, including, but not limited to the following "Pre-Tax Products":

1. Vision
2. Dental
3. Cancer
4. Long and/or Short Term Disability
5. Accidental
6. Life Insurance
7. Critical Illness

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

PURCHASING-ADVERTISING

Funds for associated advertising costs are available in PO 669296 as of 08/17/12.

County has no direct budgetary expense, strickly a voluntary employee paid program.

Attachments

Draft Packet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/17/2012 09:01 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:46 AM
Rosalinda Cantu	Rosie Cantu	08/17/2012 02:10 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Gricelda Villarreal Started On: 08/08/2012

Final Approval Date: 08/17/2012

RFP No: 2012-145-00-00CGA	Buyer III: Gricelda (Cris) Ayala	Tel. No: (956) 318-2626

DRAFT

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

RFP- Section 125 Voluntary Products-Hidalgo County
_____, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

1. Sealed proposals will be received for **"RFP- Section 125 Voluntary Products-Hidalgo County",** 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 proposals are required, with the proposers 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.: 2012-145-00-00CGA - RFP- Section 125 Voluntary Products-Hidalgo County"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, _____2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL 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: "RFP-2012-145-00-00CGA -RFP- Section 125 Voluntary Products-Hidalgo County".** 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. reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal; and C. award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official

DRAFT

c) Purchase Order Number or Contract No. (if any)
d) Notation - **"RFP- Section 125 Voluntary Products-Hidalgo County"**
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:

Mr. Ray Eufracio, County Auditor
2808 So. Business Hwy 281, New Administration Building
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Proposal Opening, 9:30 A.M.	**_____, 2012**
Award of Contract	_____, 20__
Commence Work or Deliver Products	_____, 20__

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

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 with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

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Proposal
for
RFP- Section 125 Voluntary Products-Hidalgo County
RFP No: 2012-145-00-00CGA
_____, 2012

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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 Invitation to 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:_____

Title:_____

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HIDALGO COUNTY

SECTION 125-VOLUNTARY INSURANCE PRODUCTS EXHIBIT "A"

REQUIREMENTS/SCOPE OF SERVICES

RFP NO.: 2012-145-00-00-CGA

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Purchasing Department
DUE DATE OF _____, 2012

HIDALGO COUNTY

Request for Proposals
For
"Section 125 Voluntary Insurance Products"

Date: _____ 00, 2012

RFP No.: 2012-145-00-00CGA

Voluntary Short & Long Term Disability Insurance, Voluntary Dental, Voluntary Vision, Voluntary Cancer Plan, Voluntary Accident Plan, Voluntary Critical Illness, Voluntary Heart/Stroke, Voluntary Life Insurance, COBRA Administration, and an Online Enrollment System

Effective Date: 02-01-2013

Proposals Due: _____, 2012 at 9:30 a.m.

HIDALGO COUNTY
PURCHASING DEPARTMENT

EDINGURG, TX 78539

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HIDALGO COUNTY
"Section 125 Voluntary Insurance Products"
RFP No: 2012-145-00-00CGA

Hidalgo County is inviting for sealed proposals from qualified Insurance Carriers to provide insurance benefits for its employees and employee's dependents for Section 125 Voluntary Insurance Products including but not limited to: Voluntary Short Term and Long Term Disability, Voluntary Dental, Voluntary Vision, Voluntary Cancer, Voluntary Accident, Voluntary Critical Illness, Voluntary Heart/Stroke, Voluntary Life Insurance, an Online Enrollment System and COBRA Administration. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Section 125 Voluntary Insurance Products"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, _____, 2012. ANY RFP's RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Section 125 Voluntary Insurance Products" provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm(s) selected as the Provider(s) are the same as the ones selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the "Section 125 Voluntary Insurance Products" providers selected by Hidalgo County for Hidalgo County Appraisal District Board of Directors. Should the Board of Director's of Hidalgo County Appraisal District decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offers Hidalgo County.

ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN Wednesday, _____, 2012 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Physician, 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 Physician, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Physicians, 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 PROPOSPECTIVE BIDDER.

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 cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY:
Hidalgo County requires submitters, when hand delivering sealed proposals, to have a Purchasing Department representative time/date stamp and initial the envelope.

SIGNING OF PROPOSALS:
In order to be considered all proposals **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- ASIGNMENTS:

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The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

EMPLOYEE ENROLLMENT:
In the event that a provider has not been awarded by the time the County has scheduled open enrollment, then upon Commissioner's Court approval of proposal award, the awarded number one ranked provider(s) must commence enrollment immediately.

Awarded number one ranked provider must make arrangements under the direction of Insurance Division of Benefits through point of contact, Flora Vazquez, Employee Benefits Manager at (956) 318-2663 or email address: flora.vazquez@co.hidalgo.tx.us

SECTION II-RFP REQUIREMENTS:

Please review this document in its entirety. Be sure your proposal is complete, and double check that all forms required to be submitted with your proposal are filled out completely.

Experience /Qualifications: Proposers shall posses the following experience, including but not limited to:

- Must have previous experience within the State of Texas, and will furnish bona fide references within their proposal to substantiate this experience;
- Must provide proof of financial stability to ensure continued services throughout the contract term.
- Proposer certifies they are a duly qualified, capable, bondable business entity, and have not filed for bankruptcy, and that they are not in receivership, nor contemplates the same.
- Specific experience with public entities in the area.
- Must have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time.

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 unless otherwise determined by Hidalgo County. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter, with the proposers 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.: 2012-145-00-00CGA – "SECTION 125 VOLUNTARY INSURANCE PRODUCTS"** in County's Purchasing Department, 2802 So. Business Hwy 281, Edinburg Texas, **on or before 9:30 a.m., Wednesday, _____, 2012.**

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NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO. 2012-145-00-00CGA – "SECTION 125 VOLUNTARY INSURANCE PRODUCTS".

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

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.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY. Proposers should add copies of their Professional Liability Insurance.

DURATION OF CONTRACT: The initial term of the contract shall be for a three (3) year rate guarantee. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal. Hidalgo County reserves the right to continue the awarded proposals under the same rates, terms and conditions for an additional sixty (60) day Grace Period at the end of the contract term in the event new providers have not been awarded.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the vendor and no reimbursement for such charges or expenses shall be passed onto Hidalgo County, Hidalgo County Drainage District #1 or Hidalgo County Appraisal District and any other applicable programs and agencies under Hidalgo County.

SCOPE OF SERVICES: Hidalgo County is requesting sealed proposals from insurance carriers to provide all the Section 125 Voluntary Insurance Products to the employees and employees' dependents. The insurance contract will encompass all project-related insurance services, an Online Enrollment System to the County of Hidalgo and Hidalgo County Drainage District No. 1, including, but not limited to, the following:

PART I: Section 125 Voluntary Insurance Products:

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A. Voluntary Products:
Short Term and Long Term Disability, Dental, Vision, Cancer, Accident, Critical Illness, Heart/Stroke Insurances;

1. 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;

2. Proposals are to be submitted on the basis of the specifications contained herein. Each proposing company will be required to complete the specific attachment requested. Alternate proposals will also be considered, provided the alternatives are clearly marked as alternates and are clearly explained. All deviations from the specifications must be clearly identified and explained;

3. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty;

4. The Hidalgo County employs approximately 3800 employees;

5. No electronic, telephone, or fax proposals will be accepted. Proposals will only be accepted if delivered by U.S. Postal Service, Federal Express, UPS, hand delivery, etc. Hidalgo County will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened;

B. Legal

All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submission of insurance proposals. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

C. Number Or Copies To Be Submitted:

1. Proposals are to be sealed in an envelope clearly labeled **"RFP # 2012-145-00-00CGA-"Section 125 Voluntary Insurance Products".** Please submit one (1) original and seven (7) copies of your proposals to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

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2. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN Wednesday, _____, 2012 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3 HIDALGO COUNTY reserves the right to provide copies of all correspondence relevant to this assignment to interested participants.

D. Time Frame

1. The RFP requirements and/or requirement will be available to interested parties on/after, **Wednesday**, _____, **2012 at 3:00 P.M.**

Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

2. The sealed envelopes will be opened in public at **9:30 a.m. on _____, 2012**. The envelopes shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept confidential during the process of proposal negotiations.

3. The parties submitting the selected proposal will be notified on or about October, 2012, of Hidalgo County's decision.

4. Contract effective date is February 1, 2013

E. Proposals

1. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications. A good understanding of your products is a must. A narrative summary of all deviations from the RFP specifications is required as part of your proposal (if applicable). A detailed explanation and description of price quotation deviations should be submitted as well.

2. Requests for interpretation of the requirements will be provided by Flora Vazquez, Employee Benefits Manager. All such responses will be made in writing. Oral explanations will not be binding.

3. The contents of the proposals shall be kept confidential during the process of negotiations. After the insurance contracts are awarded, all proposals will be available for public inspection. Any trade secrets and confidential information shall be so labeled to avoid public disclosure of such information.

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4. Hidalgo County may issue an addendum of this proposal by email and/or by fax. Proposals shall include name and fax number of the person to whom addenda should be sent.

F. Guaranteed Rates

All rates shall be guaranteed for a minimum of three (3) years beginning Feb. 1, 2013.

G. QUALIFICATIONS

1. All companies (including agents) submitting proposals must be licensed by the State of Texas and have a demonstrated level of good performance with public entities in Texas. The Company and Agent must have an organization that has demonstrated the ability to deliver cost-effective service and efficient claims processing.

Please enclose a list of at least (3) three South Texas Public Entity references with your proposal.

2. The Company and Agent must provide proof of Insurance for E&O. Minimum of $1,000,000 required. **Please enclose a copy with your proposal.**

3. The Company must be recommended in the latest edition of A.M. Best's Life Insurance Reports with a general policyholder's rating of A or better. ***Please furnish the Best's policyholder rating for each company with which coverage is being quoted.***

4. The Company and Agent must have a willingness to commit to specified levels of performance for service and quality.

5. The Company and Agent must provide sufficient telephone service, preferably toll-free and local service, to handle inquiries directly from plan participants as well as Hidalgo County business officials.

6. The company must have the capability to provide loss run reports on a monthly basis and/or upon request of the school district. Samples of standard financial and utilization reports should be provided in your proposal

7. The selected Company and Agent must provide sufficient representatives and staff for County meetings and during the enrollment process.

8. The selected company should agree to submit monthly billings by employee and dependents showing separate dollar amounts for individual employee(s) and for each of the coverage(s).

H. OTHER REQUIREMENTS:

a) **Online Enrollment System:** The County is seeking an online enrollment system that will consolidate all of the County's core and Voluntary employee plans.

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- Submit with your proposal your systems capabilities to accomplish this requirement.
- Include a specific detail description timeline using an effective date of all products effective 02/01/2013.

I. QUESTIONNAIRES AND WORKSHEETS

1. The questionnaires and worksheets provided in this RFP are designed to verify the Proposer's ability and willingness to meet various requirements and expectations about the services provided to Hidalgo County.

2. When responding to the worksheets please be concise yet specific with your answers. If a numbered question is adequately addressed in a section of your proposal, please reference that section, but still respond to question on the questionnaire. The response could be highlighted in the body of the proposal for further clarification.

J. Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the requirements, may result in disqualification. It is not intended that exceptions to the requirements will, in and of themselves, result in disqualification.

L. Terms of Contracts

Hidalgo County is seeking a three-year (3) contract with the option to terminate during the term of the contract, or at each anniversary date, with cancellation provisions (except for non-payment) and sixty (60) days notice for non-renewal or plan changes. **All products must be guarantee issued.**

M. Authorized Signature

Persons who have legal authority to represent the insurer and administrator to the services that are proposed must sign the proposal signature sheet.

N. Continuity of Coverage

All employees and dependents covered by the current plans are to receive immediate coverage under any new plan selected. Continuity of Coverage for current participants is to be on a **"no loss-no gain basis"** for all insurance coverages.

O. Enrollment

1. The basis for **"take-over"** is as of **February 1, 2013.** Each selected provider will be expected to provide trained enrollers to explain benefit provisions during annual enrollment meetings and throughout the year for newly hired employees. The selected

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providers will also be responsible for providing enrollment materials prior to the employee benefit enrollment meetings.

2. Hidalgo County will review online web based enrollment applications. Company must be able to transmit information to all selected vendors via EDI feed. Company must be able to capture pin signature and/or electronic signature per carrier specifications.

3. The proposing enrollment system must be able to enroll a single employee **in all products offered for 2013 plan year including all voluntary insurance vendors and medical provider.** Once the employee has completed their individual enrollment, system must then be able to save the enrollment data, and offer a benefits confirmation sheet. It must then be able to log out and allow new employee to log in and enroll.

4. An employee shall be able to make changes to a benefit election if done within the same enrollment period window. Information and changes shall be stored and be able to provide synchronization of enrolled data to a main data source.

5. **Hidalgo County will not set up premium deductions for any pending application, until policy is issued and confirmations have been sent to County and applicant.**

6. Enrollers will be responsible for providing confirmations of elections and changes to the employee as opted, electronic or mailed copy.

7. Bilingual enrollers are mandatory for classified personnel assistance.

P Connectivity

1. A mandatory requirement is that your company / carrier provide the technology for this benefit enrollment program to be effectively executed, and in a timely manner process the application of the products you are proposing on.

2. Participating carriers must be able to accept enrollment data via web-based enrollment system. The enrollment will be run on laptops and have the capability to send and receive data from the approved carrier's enrollment system data warehouse via electronic data information feeds.

3. The proposing system may require a pre-population of a census from the enrollment system or Excel file, which contains information about an employee. Some general demographic information will be provided to insure validation of current or elected coverage.

4. ***If you cannot meet our requirements you should decline as a proposing carrier.***

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Q. Responsiveness

1. Your responsiveness and ability to provide customer service, manage and participate in your portion of the open enrollment, including but not limited to, communications, reporting, policy issue and back end data files to set up payroll will be considered. The timeline for accomplishing this project is limited to 90 days and you must guarantee that your company / carrier will be able to have the enrollment eligibility loaded to Payroll by the deadline as described below.

R. FOR INITIAL ENROLLMENT

1. If premiums are paid current, the electronic data is needed by 9:00 am on January 6, 2013.

2. Your proposal must identify all key personnel that will be assigned to administer your insurance product with Hidalgo County. We request a local presence for agency support.

S. Billing & Reconciliation

1. Hidalgo County will require a system that will allow for list billing format if requested. Electronic billing format data of covered members will include the type of product, social security number, first name, last name, monthly premium amount, volume if applicable and carrier/product specifics.

2. For current deductions, this information is needed by the 10th of the month. Billing will be reconciled to payroll deductions, identifying variances and communicated to the carriers for corrections for the following cycle. Remittance will be processed by the 10th day of the following month.

T. Additional Requirements-Attachments for each product proposal shall include:

1. Company Full Benefit Description - include any and all waiting periods
2. Company Limitations and Exclusions Description
3. Specimen Policy
4. Underwriting Specifications for first year and thereafter
5. Pre existing condition clauses
6. Schedule of Rates-four tier rating structure

U. Companies with an A.M. Best rating of A or better are preferred

V. All data developed and submitted in connection with this RFP will be considered property of Hidalgo County.

DRAFT

W. SELECTION CRITERIA:

1. Hidalgo County reserves the right to reject any or all of the proposals, in whole or in parts; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of Hidalgo County.

2. Proposals will be carefully evaluated for cost effectiveness, for coverage provisions, and for compliance with the coverage and servicing criteria contained in the specifications. The contract will be awarded to the responsible vendor who submits a superior but economical proposal based on the relative importance of the following selection criteria:

3. The evaluation criteria will include, but not limited to, the following:

a) Experience

1. Provides voluntary products for similar organizations;
2. Has worked with political subdivisions entities within the State of Texas;
3. Ability to deliver cost-effective services and efficient claims processing experience;
4. Licensed in the State of Texas;

b) Voluntary Benefits

1. Comprehensiveness of benefit offerings
2. Quantitative analysis of benefits versus cost

c) Capacity to Perform Services

1. Representative/Staffing level and specified levels of performance;
2. Adequacy of Resources;
3. Professional of financial stability;
4. On-Line Enrollment System Capabilities;
5. Cobra Administration Experience;

d) Broker / Agent

1. Local office (Within Hidalgo County)
2. Bilingual staffing capabilities;
3. Level of commitment to servicing the account;

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Part II: COBRA ADMINISTRATION SERVICES (GROUP HEALTH PLANS)

OVERVIEW:

"Group Health Plans" – Includes any plan that is provided to the employees, former employees, or the families of such employees, through insurance or "otherwise". This includes many forms of arrangements such as insured plans, self-funded plans, and informal employer/employee arrangements: i.e. Major Medical Plans, Mental Health Plans, EAP Plans, Dental Plans, Vision Plans, Flexible Spending Accounts, HMP PPO Plans, Drug Programs, and Section 125 Plans. "

I. COBRA ADMINISTRATION:

- Qualifying Event Submission – Report qualifying events online, instead of days via mail;
- COBRA Initial Rights Notice Submission – Accelerate the process of notifying newly covered employees and their families;
- Qualified Beneficiary Takeover Submission – Transfer existing participants to COBRA administrative services as soon as account is set up;
- Online Reporting – View entire account history online, including participant detail;
- Client Web Site Training Guide – Find answers to questions county might have concerning COBRA Administrative processes or procedures;
- COBRA Administration Guide - Find answers to questions county might have concerning COBRA Administrative processes or procedures;
- Online Resource Center – Review federal guidelines, have knowledge of latest IRS rulings, DOL opinions, and research current issues and court cases;

II. HIPAA Administration:

- Initial Rights Communications;
- Certificates of Creditable Coverage, via US Postal Service confirmed mailing service, including COBRA Coverage periods;
- Track, maintain and report activities for audit support;
- Prepare a tailored "address needed" communication requesting employee to notify employer of accurate address;
- Provide a duplicate Certificate of Coverage upon request up to 24 months from the loss of coverage;
- Track and respond to HIPAA inquiries;
- Bilingual customer support to assist participants;
- Prepare Past HIPAA Certificates of Coverage for employees and eligible dependents losing coverage;
- Prepare and distribute open enrollment, rate and carrier change communication for active employees and eligible dependents;

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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(s) 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 and further detailed herein under Exhibit "B"-Selection Criteria.

1) It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all responses for accuracy before submitting a response.

2) Awards shall be made with reasonable promptness to the vendor(s) whose proposal best conforms to the invitation and will be the most advantageous to Hidalgo County with respect to conformity to the specifications and other factors.

3) It is not the policy of Hidalgo County to purchase on the basis of low price alone. In evaluating the proposals submitted for the items listed, the following considerations will be taken into account: price, the reputation of the vendor and of the vendor's goods or services; the quality of the vendor's goods or services; the extent to which the goods or services meet the county's needs; the vendor's past relationship with the county, the total long-term cost to the county to acquire the vendor's goods or services; and other relevant factor that a private business entity would consider in selecting a vendor.

4) The Hidalgo County Commissioner's Court, not withstanding any other provisions of this Request for Proposal (including all attached documents) expressly reserves the right to:

- Waive any insignificant defect or informality in any proposal procedure.
- Reject any or all proposals.
- Reissue a Request for Proposal.

5) **Hidalgo County's Enrollment will begin in _____, 2012, for a February 1, 2013 effective date of coverage. Please be prepared to have enrollers prepared to enroll for the Month of _____ through January 2013.**

6) **A MANDATORY enrollment coordination meeting will be held after the award of this RFP to discuss and instruct on enrollment meetings with the staff of County of Hidalgo after the award of these products.**

Proposal Ranking: A "Committee" complies of staffing by the Department of Budget and Management-Insurance Division and Purchasing Department will score and evaluate the proposals and present a grid for recommendation. Thereafter the Hidalgo County Commissioners' Court and the Board of Directors will rank and/or award the proposals.

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 (30) day's written notice prior to cancellation.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH SUBMITTAL: Proposers are to provide a fee schedule based on the scope of services.

Number Of Copies To Be Submitted: Hidalgo County requires one (1) original submittal and seven (7) copies.

DRAFT

EXHIBIT B

EVALUATION/SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"Section 125 Voluntary Insurance Products"

RFP NO.: 2012-145-00-00CGA

DRAFT

HIDALGO COUNTY

"Section 125 Voluntary Insurance Products"
RFP NO.: 2012-145-00-00CGA

EVALUATION CRITERIA

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The evaluation criteria will include, but not be limited to the following:

Selection Criteria	Points
A. Experience	20
1. Provides voluntary products for county governments;	
2. Has worked with political subdivision entities within the State of Texas;	
3. Ability to deliver cost-effective services and efficient claims processing experience;	
4. Licensed in the State of Texas;	
B. Voluntary Benefits	40
1. Comprehensiveness of benefit offerings;	
2. Quantitative analysis of benefits versus cost;	
C. Capacity to Perform Services	25
1. Representative/Staffing levels and specified levels of performance;	
2. Adequacy of Resources;	
3. Proof of financial stability;	
4. On-line Enrollment System Capabilities;	
5. Cobra Administration Experience	
D. Broker/Agent	15
1. Local Office (Within Hidalgo County);	
2. Bilingual staffing capabilities;	
3. Level of commitment to servicing the account;	
Total Points:	100

The County will review all proposals for completeness. Those proposals found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer.

The County will first evaluated the proposals on all factors other than cost. After a preliminary evaluation of the technical criteria, the cost factor will be included in the evaluation process. Cost will be evaluated on an equal basis with the technical criteria. The grid of will be presented of said evaluation to Hidalgo County Commissioner's Court/Board of Directors for ranking.

DRAFT

AI-33617 **10. B.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of $15,577.99 for the installation and removal primary poles and upgrade to a full 3-Phase WYE-WYE 277/480V Transformer at Mile 17 N., East of Skinner Rd., to serve Fike Pump Lift Station in La Blanca, TX with authority for County Treasurer to issue check after review and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-124-039-0-733

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

BUDGETARY IMPACT:

Available balance as of 8-15-12 $15,577.99

Attachments

AEP -CIAC -Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/10/2012 10:21 AM
Budget & Management	Merlen P. Munoz	08/10/2012 10:25 AM
Manuel Chapa	Manuel Chapa	08/17/2012 08:15 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Moises Salazar Started On: 08/08/2012

Final Approval Date: 08/17/2012

AEP TEXAS
A unit of American Electric Power

AEP TEXAS CENTRAL
CUSTOMER DESIGN
355 W. Highway 77
SAN BENITO, TX. 78586
(956) 361-2011
(956) 361-2063Fax

August 6, 2012

Hidalgo County Precinct No. 4
Attn. Raul Sesin
Hidalgo County
1051 N Doolittle Rd.
Edinburg, TX 78542

Dear Mr. Sesin,

Attached you will find a copy of the Contribution-in Aid-of-Construction (CIAC) Agreement for Electric Distribution Service and Pro-forma quote to Install, Remove, and Upgrade Overhead Facilities to serve Fike Pump Lift Station in La Blanca, Texas. Please make check or money order payable to AEP in the amount of $15,577.99. Include Work Request Number 45895327 on check or money order. Sign the CIAC Agreement and return with payment to Sandra Casas at the above address.

If you have any questions or need additional information, please call Sandra Casas at (956) 361-2072. Thank you for your time.

Sincerely,

Ricardo M. Garcia
Engineering Specialist I

Enclosures

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

Hidalgo County Precinct No. 4
Service: MILE 17N EAST OF SKINNER RD
LA BLANCA, TX

Mailing: 1051 N DOOLITTLE RD
Edinburg, TX 78542

Contract #: DWMS00000152172 Work Request #: 45895327

Date: 8/6/2012

You, Hidalgo County Precinct No. 4 (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:INSTALL, REMOVE, AND UPGRADE OH FACILITIES.

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 15,577.99. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to INSTALL AND REMOVE PRIMARY POLES & UPGRADE TO A FULL 3-PHASE WYE-WYE 277/480V TRANSFORMER, and the Customer agrees to provide CIAC PAYMENT and to be ready to take electric service on or before 11/06/2012.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 11/4/2012 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

PLEASE >>
DETACH >>
STUB >>
AND >>
RETURN >>
WITH >>
PAYMENT >>

Please remit To:

AEP-Texas Central Co.
Sandra Casas
355 W Highway 77
San Benito TX 78586

Bill To:
Hidalgo County Precinct No. 4
1051 N DOOLITTLE RD
Edinburg, TX 78542

Company No: 211
Contract No: DWMS00000152172
Customer No: 11109771
Date: 8/6/2012
Amount Due: 15,577.99

Amount Remitted: _____

Contract No: DWMS00000152172
Date: 8/6/2012

PRO FORMA

Customer No: 11109771
Purchase Order: 45895327

Description	Quantity	UOM	Init Amt	Net Amount
INSTALL, REMOVE, AND UPGRADE OH FACILITIES.	1.0	EA	15,577.99	15,577.99

Amount Due: 15,577.99

AI-33755 **10. C.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 1 in the amount of $71,738.17 from Asago, LLC dba Asago Construction, contracted vendor for Mid-Valley Estates Subdivision as submitted by TEDSI Infrastructure Group, Inc. project engineer (C-CAP-12-049-05-10.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1312-431-00-121-461-0-731/733

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

BUDGETARY IMPACT:

P.O.#679223 for Asago, LLC d/b/a Asago Construction

Obj. 731 "Roads"-Amount available as of 8-17-12 $149,043.00
Obj. 733 "Drainage Ditches"-Amount available as of 8-17-12 $178,138.08

Attachments

Application for Payment No.1 Mid-Valley Estates Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	08/15/2012 03:55 PM
Purchasing Department	Marty Salazar	08/17/2012 09:30 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:52 AM
Ivan Cantu	Ivan Cantu	08/17/2012 01:28 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Marcie Jackson Started On: 08/15/2012 02:03 PM

Final Approval Date: 08/17/2012

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
From: ASAGO, LLC dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-12-049-05-01
Project: ROAD AND DRAINAGE CONSTRUCTION FOR MID VALLEY ESTATES SUBDIVISION
Owner's Contract No. C-CAP-12-049-05-01 Engineer's Project No. _____
For Work accomplished through the date of: July 31, 2012

1. Original Contract Price:		$327,181.08
2. Net change by Change Order and Written Agreements(+or-):		$0.00
3. Current Contract Price (1 plus 2):		$327,181.08
4. Total completed and stored to date:		$79,709.08
5. Retainage (per Agreement):		
10% of completed Work:	$7,970.91	
_____ of stored material	_____	
Total Retainage:		$7,970.91
6. Total completed and stored to date less retainage (4 minus 5)		$71,738.17
7. Less previous Application for Payments:		$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$71,738.17

Accompanying Documentation:

APPLICATION FOR PAYMENT
REQ.# 219819 P.O.# 679223
2-1312-431-00-121-461-0-731→$6,720.08
<-672.01>=$6,048.07
PARTIAL WAIVER OF LIENS

PAYROLL
REQ.# 219819 P.O.# 679223
2-1312-431-00-121-461-0-733→$72,989.00
<-7,298.90>=$65,690.10
TESTING REPORTS

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such lien, security interest or encumbrance); and (3) all work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 8/9/2012

ASAGO, LLC dba ASAGO CONSTRUCTION
CONTRACTOR
Raul Iglesias, Member

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th day of August, 2012

JOSE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May 24, 2016

Notary Public
My Commission expires: 5/24/2016

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

TEDSI Infrastructure Group Inc
ENGINEER
Jose A .Sanchez, P.E.

Date: 08/13/2012

INVOICE RECEIVED BY: _____ ON 8/13/12
GOODS/SERVICES RECEIVED BY: _____ ON 8/13/12

Asago, LLC dba Asago Construction Contractor Name
07/16/2012 Starting Date
02/10/2013 Project Ending Date
10% Retainage Percent

Application No: **1**
Application Date: **07/31/2012**
Period To: **07/31/2012**
Engineer Firm: **TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Original Schedule	Revised Schedule Value	Payment Application	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C-1080-461	Mid Valley	$327,181.08		$79,709.08	$79,709.08	$247,472.00	$7,970.91	$71,738.17	$0.00	$71,738.17

Asago LLC, dba Asago Construction	Contractor Name
7/16/2012	Starting Date
	Project Ending Date
Mid-Valley Estates	Engineer's / County Project Description

Application No.:	1
Application Date:	7/31/2012
Period To:	7/31/2012
Engineer's/County Project No.:	C-CAP-12-049-05-01

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	PREPARING ROW	STA	$ 540.00	21.37	11,539.80				8.32	8.32	4,492.80							4,492.80	7,047.00	7,047.00
2	110	EXCAVATION (ROADWAY)	CY	$ 9.00	1405.00	12,645.00				0.00	0.00	-							-	12,645.00	12,645.00
3	132	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	$ 10.00	56.00	560.00				0.00	0.00	-							-	560.00	560.00
4	164	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	SY	$ 0.50	6376.00	3,188.00				0.00	0.00	-							-	3,188.00	3,188.00
5	168	VEGETATIVE WATERING	MG	$ 3.00	321.00	963.00				0.00	0.00	-							-	963.00	963.00
6	247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	$ 8.00	6885.00	55,080.00				0.00	0.00	-							-	55,080.00	55,080.00
7	251	REWORKS BS MTL (TY D)(8")(DENS CONT)	SY	$ 2.00	5354.00	10,708.00				0.00	0.00	-							-	10,708.00	10,708.00
8	260	LIME TRT(EXST MATL)(6")-SUBGRADE	SY	$ 3.00	1652.00	4,956.00				0.00	0.00	-							-	4,956.00	4,956.00
9	260	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)-FLEXBASE	TON	$ 200.00	51.80	10,360.00				0.00	0.00	-							-	10,360.00	10,360.00
10	260	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)-SUBGRADE	TON	$ 200.00	12.30	2,460.00				0.00	0.00	-							-	2,460.00	2,460.00
11	260	LIME TRT(NEW BASE)(8")-FLEXBASE	SY	$ 2.00	1531.00	3,062.00				0.00	0.00	-							-	3,062.00	3,062.00
12	260	LIME TRT(MIX EXST MATL&NEW BASE)(8")-REWORK	SY	$ 2.00	5354.00	10,708.00				0.00	0.00	-							-	10,708.00	10,708.00
13	310	PRIME COAT (MC-30)	GAL	$ 7.00	1379.00	9,653.00				0.00	0.00	-							-	9,653.00	9,653.00
14	340	D-GR HMA(METH) TY-D SAC-B PG64-22	SY	$ 6.00	5831.00	34,986.00				0.00	0.00	-							-	34,986.00	34,986.00
15	500	MOBILIZATION	LS	$ 2,027.28	1.00	2,027.28				1.00	1.00	2,027.28							2,027.28	0.00	0.00
16	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$ 200.00	5.00	1,000.00				1.00	1.00	200.00							200.00	800.00	800.00
17	666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	$ 0.75	3950.00	2,962.50				0.00	0.00	-							-	2,962.50	2,962.50
18	666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	$ 7.00	54.00	378.00				0.00	0.00	-							-	378.00	378.00
19	666	REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	LF	$ 0.75	430.00	322.50				0.00	0.00	-							-	322.50	322.50
20	666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	$ 0.75	772.00	579.00				0.00	0.00	-							-	579.00	579.00
		Total Roadway				**178,138.08**						6,720.08							6,720.08	171,418.00	171,418.00
		(906) DRAINAGE																			
1	402	TRENCH EXCAVATION PROTECTION	LF	$ 1.00	1,019.00	1,019.00				1019.00	1019.00	1,019.00							1,019.00	0.00	0.00
2	464	RC PIPE (CL III)(18 IN)	LF	$ 35.00	76.00	2,660.00				0.00	0.00	0.00							-	2660.00	2660.00
3	464	RC PIPE (CL III)(24 IN)	LF	$ 45.00	418.00	18,810.00				418.00	418.00	18,810.00							18,810.00	0.00	0.00
4	464	RC PIPE (CL III)(30 IN)	LF	$ 60.00	561.00	33,660.00				561.00	561.00	33,660.00							33,660.00	0.00	0.00
5	465	INLET (COMPL)(TY H)	EA	$ 4,500.00	4.00	18,000.00				1.00	1.00	4,500.00							4,500.00	13500.00	13500.00
6	465	MANH (COMPL)(TY M)	EA	$ 4,500.00	1.00	4,500.00				1.00	1.00	4,500.00							4,500.00	0.00	0.00
7	465	MANH (COMPL)(TY A)	EA	$ 3,500.00	3.00	10,500.00				3.00	3.00	10,500.00							10,500.00	0.00	0.00
8	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	$ 1.00	169.00	169.00				0.00	0.00	-							-	169.00	169.00
9	530	DRIVEWAY (CONC)	SY	$ 30.00	124.00	3,720.00				0.00	0.00	-							-	3720.00	3720.00
10	530	DRIVEWAY (ACP)	SY	$ 19.00	1,395.00	26,505.00				0.00	0.00	-							-	26505.00	26505.00
11	556	15" ADS CORRUGATED PIPE	LF	$ 20.00	1,475.00	29,500.00				0.00	0.00	0.00							-	29500.00	29500.00
		Total Drainage				**149,043.00**						**72,989.00**							**72,989.00**	76,054.00	76,054.00
		TOTAL BASE AMOUNTS:				**327,181.08**						**79,709.08**							**79,709.08**	**247,472.00**	**247,472.00**

Jose Sanchez
Print Name

8/15/2012
Date

Signature

AI-33735 **10. D.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 2 in the amount of $44,157.60 from Asago, LLC dba Asago Construction, contracted vendor for Pentecostal Subdivision as submitted by R. Gutierrez Engineering Corporation project engineer (C-CAP-12-047-03-27.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-557-1-731/733

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

BUDGETARY IMPACT:

P.O.# 676133

Attachments

Application for Payment No.2 Pentecostal Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	08/15/2012 11:15 AM
Purchasing Department	Marty Salazar	08/17/2012 09:29 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:52 AM
Roland Garcia	Rolando Garcia	08/17/2012 11:42 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Marcie Jackson Started On: 08/15/2012 09:14 AM

Final Approval Date: 08/17/2012

APPLICATION FOR PMT #2

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-CAP-12-047-03-27
Project: Pentecostal Subdivision
OWNER's Contract No. C-CAP-12-047-03-27 ENGINEER's Project No. ENG05.012D
For Work accomplished through the date of: 3-Aug-2012

1.	Original Contract Price:		$ 179,094.10
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 7,481.50
3.	Current Contract Price (1 plus 2):		$ 186,575.60
4.	Total completed and stored to date:		$ 134,582.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 13,458.20	
	10% of stored material:	$ -	
	Total Retainage:		$ 13,458.20
6.	Total completed and stored to date less retainage (4 minus 5):		$ 121,123.80
7.	Less previous Application for Payments:		$ (76,966.20)
8.	Balance to Finish:		$ 51,993.60
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 44,157.60**

REQ.# 216832 P.O.# 676133
2-1312-431-00-122-557-1-731→$5,786.00
<-578.60>=$5,207.40

REQ.# 216832 P.O.# 676133
2-1312-431-00-122-557-1-733→$43,278.00
<-4,327.80>=$38,950.20

obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 7-Aug-12
Asago Construction
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 8th day of August, 2012

Notary Public
My Commission expires: 5/24/12.

JOE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 24, 2016

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 7-Aug-12
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E.

RECEIVED
AUG 13 2012
BY:

Asago LLC, dba Asago Construction	Contractor Name
June 4, 2012	Starting Date
August 18, 2012	Project Ending Date
10%	Retainage Percent

Application No:	2
Application Date:	August 7, 2012
Period To:	August 3, 2012
Engineer Firm:	R. Gutierrez Engineering Corp.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedul Value	Payment Application No.1	Payment Application No.2	Payment Application No.3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080557	Pentecostal	$ 179,094.10	$ 186,575.60	$ 85,518.00	$ 49,064.00	$ -	$ 134,582.00	$ 51,993.60	$ 13,458.20	$ 121,123.80	$ 76,966.20	$ 44,157.60
		$ 179,094.10	$ 186,575.60	$ 85,518.00	$ 49,064.00	$ -	$ 134,582.00	$ 51,993.60	$ 13,458.20	$ 121,123.80	$ 76,966.20	$ 44,157.60

Contractor Name: Asago Construction
Starting Date: 4-Jun-2012
Project Ending Date: 18-Aug-2012
Engineer's / County Project Desc: Pentecostal Subdivision

Application: PMT #2
Application Date: 7-Aug-2012
Period To: 3-Aug-2012
Engineer's / County Project No.: ENG05.012D

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Application #1			Application #2				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) Roadway																
1	110	Excavation (Roadway)	CY	$ 4.00	1,898.00	$ 7,592.00	$ 4.00	1,898.00	$ 7,592.00	1,898.00	1,898.00	$ 7,592.00		1,898.00	$ -	$ 7,592.00	0.00	$ -
2	132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	CY	$ 10.00	8.00	$ 80.00	$ 10.00	8.00	$ 80.00	8.00	8.00	$ 80.00		8.00	$ -	$ 80.00	0.00	$ -
3	247	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8")	CY	$ 25.00	920.00	$ 23,000.00	$ 25.00	920.00	$ 23,000.00	850.00	850.00	$ 21,250.00	70.00	920.00	$ 1,750.00	$ 23,000.00	0.00	$ -
4	260	Lime Treated Base (8")	SY	$ 1.00	4,104.00	$ 4,104.00	$ 1.00	4,104.00	$ 4,104.00	2,052.00	2,052.00	$ 2,052.00	2,052.00	4,104.00	$ 2,052.00	$ 4,104.00	0.00	$ -
5	260	Lime (TY A or B)	TON	$ 200.00	14.10	$ 2,820.00	$ 200.00	14.10	$ 2,820.00	7.05	7.05	$ 1,410.00	7.00	14.05	$ 1,400.00	$ 2,810.00	0.05	$ 10.00
6	310	Prime Coat (MC-30)	GAL	$ 7.00	728.80	$ 5,101.60	$ 7.00	728.80	$ 5,101.60		-	$ -		-	$ -	$ -	728.80	$ 5,101.60
7	340	Asph. Conc. Pav. TY "D" (1 1/2")	SY	$ 6.00	3,644.00	$ 21,864.00	$ 6.00	3,644.00	$ 21,864.00		-	$ -		-	$ -	$ -	3,644.00	$ 21,864.00
8	400	Cut & Restore Pavement	SY	$ -	0.00	$ -	$ 25.00	137.00	$ 3,425.00		-	$ -		-	$ -	$ -	137.00	$ 3,425.00
9	502	Barricades, Signs & Traffic Handling	MO	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00	1.00	1.00	$ 500.00	1.00	2.00	$ 500.00	$ 1,000.00	0.00	$ -
10	506	Construction Exits (Ty II)(Install)	SY	$ 3.00	84.00	$ 252.00	$ 3.00	84.00	$ 252.00	84.00	84.00	$ 252.00		84.00	$ -	$ 252.00	0.00	$ -
11	506	Construction Exits (Ty II)(Remove)	SY	$ 1.00	84.00	$ 84.00	$ 1.00	84.00	$ 84.00		-	$ -	84.00	84.00	$ 84.00	$ 84.00	0.00	$ -
12	644	Small Roadside Sign Assemblies (Ty A)	EA	$ 400.00	1.00	$ 400.00	$ 400.00	1.00	$ 400.00		-	$ -		-	$ -	$ -	1.00	$ 400.00
		Total Roadway				**$ 66,297.60**			**$ 69,722.60**			**$ 33,136.00**			**$ 5,786.00**	**$ 38,922.00**		**$ 30,800.60**
		(906) Drainage																
1	110	Excavation (Drain Ditch and Detention Pond)	CY	$ 4.00	1,904.00	$ 7,616.00	$ 4.00	1,904.00	$ 7,616.00	1,750.00	1,750.00	$ 7,000.00	154.00	1,904.00	$ 616.00	$ 7,616.00	0.00	$ -
2	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.25	1,017.00	$ 254.25	$ 0.25	0.00	$ -		-	$ -		-	$ -	$ -	0.00	$ -
3	164	Cell Fiber Seeding (Temp)(Cool)	SY	$ 0.25	1,017.00	$ 254.25	$ 0.25	0.00	$ -		-	$ -		-	$ -	$ -	0.00	$ -
4	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.50	2,034.00	$ 1,017.00	$ 0.50	2,034.00	$ 1,017.00		-	$ -		-	$ -	$ -	2,034.00	$ 1,017.00
5	402	Trench Excavation Protection	LF	$ 1.00	172.00	$ 172.00	$ 1.00	172.00	$ 172.00	172.00	172.00	$ 172.00		172.00	$ -	$ 172.00	0.00	$ -
6	432	Concrete Riprap (CL C)	CY	$ 250.00	21.90	$ 5,475.00	$ 250.00	21.50	$ 5,375.00		-	$ -	21.50	21.50	$ 5,375.00	$ 5,375.00	0.00	$ -
7	464	RCP (CL III) (18")	LF	$ 30.00	1,028.00	$ 30,840.00	$ 30.00	1,074.00	$ 32,220.00	950.00	950.00	$ 28,500.00	124.00	1,074.00	$ 3,720.00	$ 32,220.00	0.00	$ -
8	465	Inlet (Ty C)	EA	$ 2,000.00	2.00	$ 4,000.00	$ 2,000.00	2.00	$ 4,000.00	2.00	2.00	$ 4,000.00		2.00	$ -	$ 4,000.00	0.00	$ -
9	465	Manhole (Ty M)	EA	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	1.00	1.00	$ 3,000.00		1.00	$ -	$ 3,000.00	0.00	$ -
10	467	Safety End Treatments (18")(6:1)	EA	$ 800.00	23.00	$ 18,400.00	$ 800.00	22.00	$ 17,600.00	10.00	10.00	$ 8,000.00	12.00	22.00	$ 9,600.00	$ 17,600.00	0.00	$ -
11	467	Safety End Treatments (18")(3:1)	EA	$ 700.00	4.00	$ 2,800.00	$ 700.00	4.00	$ 2,800.00		-	$ -	4.00	4.00	$ 2,800.00	$ 2,800.00	0.00	$ -
12	481	PVC Pipe (10")	LF	$ 25.00	30.00	$ 750.00	$ 25.00	32.00	$ 800.00	30.00	30.00	$ 750.00		30.00	$ -	$ 750.00	2.00	$ 50.00
13	481	PVC Pipe (12")	LF	$ 30.00	32.00	$ 960.00	$ 30.00	32.00	$ 960.00	32.00	32.00	$ 960.00		32.00	$ -	$ 960.00	0.00	$ -
14	506	Temp Sediment Control Fence	LF	$ 1.00	538.00	$ 538.00	$ 1.00	538.00	$ 538.00		-	$ -	12.00	12.00	$ 12.00	$ 12.00	526.00	$ 526.00
15	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 7.00	2,050.00	$ 14,350.00	$ 7.00	2,050.00	$ 14,350.00		-	$ -	2,050.00	2,050.00	$ 14,350.00	$ 14,350.00	0.00	$ -
16	530	Driveways (Ty PRB-1)	SY	$ 30.00	179.00	$ 5,370.00	$ 30.00	200.00	$ 6,000.00		-	$ -		-	$ -	$ -	200.00	$ 6,000.00
17	530	Driveways (CONCRETE)	SY	$ 50.00	14.00	$ 700.00	$ 50.00	14.00	$ 700.00		-	$ -	28.00	28.00	$ 1,400.00	$ 1,400.00	-14.00	$ (700.00)
18	550	Chainlink Fence (6-ft)	LF	$ 20.00	665.00	$ 13,300.00	$ 20.00	665.00	$ 13,300.00		-	$ -		-	$ -	$ -	665.00	$ 13,300.00
19	560	Mailboxes (Multiple)	EA	$ 500.00	2.00	$ 1,000.00	$ 500.00	2.00	$ 1,000.00		-	$ -		-	$ -	$ -	2.00	$ 1,000.00
20	4001	Tideflex Valve	EA	$ 2,000.00	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00				1.00	1.00	$ 2,000.00			
21	529	Concrete Valley Gutter	LF	$ -	0.00	$ -	$ 65.00	29.00	$ 1,885.00				29.00	29.00	$ 1,885.00			
22	500	Cut & Restore Caliche Drive	SY	$ -	0.00	$ -	$ 10.00	92.00	$ 920.00				92.00	92.00	$ 920.00			
23	467	Safety End Treatments (12")(6:1)	EA	$ -	0.00	$ -	$ 600.00	1.00	$ 600.00				1.00	1.00	$ 600.00			
		Total Drainage				**$ 112,796.50**			**$ 116,853.00**			**$ 52,382.00**			**$ 43,278.00**	**$ 90,255.00**		**$ 21,193.00**
		TOTAL BASE AMOUNTS:				**$ 179,094.10**			**$ 186,575.60**			**$ 85,518.00**			**$ 49,064.00**	**$ 129,177.00**		**$ 51,993.60**

Printed Name: Javier Gutierrez Date: 7-Aug-2012

Signature:

AI-33611 **10. E.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the County's option to extend the one (1) year as provided under current contract #C-2010-002-09-28 for the provision of: "Pathologist To Provide Turnkey Autopsy And Related Services-Hidalgo County" with Dr. Norma Jean Farley, M.D., under the same rates, terms and conditions with effective date of September 28, 2012 and ending on September 27, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:

$190,199.00 available balance as of 08/16/12.
Services are on an as needed basis. No exact no. can be projected.

Attachments

extens. letter & Contract Doc.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/10/2012 10:13 AM
Budget & Management	Merlen P. Munoz	08/10/2012 10:24 AM
Rosalinda Cantu	Rosie Cantu	08/16/2012 10:23 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Vangie Garcia Started On: 08/07/2012 02:51 PM

Final Approval Date: 08/17/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 7, 2012

Dr. Norma Jean Farley, M.D.
3100-B S. Business Hwy. 281
Edinburg, Texas 78539

Via Certified Notice: 7011 2000 0001 9786 7379
Email: nfarley@rgv.rr.com
pfarley@rgv.rr.com
omontero@rgv.rr.com

Re: Extension Of Service Contract No: C-2010-002-09-28
"Pathologist To Provide Turnkey Autopsy And Related Services"

Dear Dr. Farley:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year as provided under the Contract, more specifically under #6-14.2. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, August 21, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **11:00 a.m., Friday, August 10, 2012 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 8/10/12

Additionally, we are requesting updated certificate of insurances and your Physician Permit as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable. Those documents on file are showing they have expired.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 and or Roy Cazares, at the District Attorney's Office. Your cooperation in this matter is greatly appreciated and we hope you continue its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

Cc: Hon. Josephine Solis Ramirez, Assistant Criminal District Attorney, County Affairs Section
Roy Cazares, Human Resources Coordinator

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO SERVICE CONTRACT
C-2010-002-09-28

This **AMENDMENT** to the **CONTRACT** for **PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES** dated September 28, 2010, by and between **HIDALGO COUNTY, TEXAS** ("County") and **Norma Jean Farley, M.D.** ("Contractor") is entered into between the parties effective this **23rd day of May, 2011.**

WHEREAS, Contractor and County entered into a Contract dated September 28, 2010 in which Contractor agreed to provide certain services for the purpose of "Pathologist To Provide Turnkey Autopsy And Related Services" for the Hidalgo County (the "County");

WHEREAS, the commencement date of the Contract is hereby as of September 28, 2010 and the Contractor and County now desire to amend the Service Contract to include the following additions and modifications;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to the following amendments to the Contract:

1. Paragraph 6 of the Introduction ("Witnesseth") was modified as follows:

   WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor will provide on call services 24 hours a day and shall provide autopsy services from 8:00 a.m. and 5:00 p.m., Monday through Friday and will have a pathologist, pathology assistant or investigator to be available for after hours calls from law enforcement, tissue procurement agencies, justices of the peace, and the County District Attorney's office as more fully described in the Contractor's bid response attached herein as Exhibit "B".

2. Section 1-Obligations Of The Contractor-Has been modified as follows:

1.2 **Equipment and Supplies**- Contractor shall provide the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, **reference** histology lab services and **reference** toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. **Tissue containers (at contracted facility only)**
2. **Counter top digital scale (for infants)**
3. **Formalin (at contracted facility only)**
4. Camera, digital
5. Large glass measuring cup
6. Ladle (small stainless steel-1 prefer plastic)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters
11. Mayo dissecting scissors
12. Autopsy Saws
13. Short scissors
14. Forceps (3 toothed okay)
15. Microscope
16. **Histology Laboratory (reference)**
17. **Toxicology Laboratory (reference)**
18. X-ray portable and processor (with mobile imaging at first)

Any additional equipment and/or supplies necessary to perform the Services identified in this Agreement shall be invoiced separately with supporting documentation showing the need for the additional equipment and supplies, and with prior written approval from the District Attorney's office.

The County has also secured a contract with a third party (RFP No. 2010-243-07-06-YZV) for a facility at which autopsies will be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies **until an appropriate County Morgue Facility has been designated.**

The equipment and supplies provided by Contractor may change, as necessary and by agreement of the parties, at the time an appropriate County Morgue Facility has been designated.

1.3 **Logistics**: Contractor will provide personnel, space, equipment, and supplies necessary to perform autopsy **services as more fully described in the Contractor's bid response attached herein as Exhibits "A" and "B".** HOWEVER, SHOULD THE COUNTY SECURE A DESIGNATED FACILITY AT WHICH THE CONTRACTOR WILL PEFROM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PERFORMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE THAT THE AMOUNT OF THIS AGREEMENT SHALL INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATD SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT **(as more fully described in the Contractor's bid response attached herein as Exhibits "A" and "B".**

1.4 **is omitted** and replaced with **Paragraph 1.5 Administration.**

1.8 **Availability of Contractor and Commencement of Autopsies:**

Contractor agrees to provide on call services 24 hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday (except on County holidays) and will have a pathologist, pathology assistant or investigator to be available for after hours calls from law enforcement, tissue procurement agencies, justices of the peace, and the County District Attorney's office as more fully described in the Contractor's bid response attached hereto as Exhibit "B".

1.9 **Coverage**: Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy

coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contractor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor must submit the name of the qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding **twenty-four (24) hours.** FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMIANTED WITHOUT PENALTY. While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the county having sole discretion to terminate this agreement effective immediately.

1.11 Criminal Proceedings: Contractor agrees to testify at the County's request, when necessary, in all criminal proceedings involving homicides and where an autopsy has been performed, as required by subpoena, including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, written reports including but not limited to all findings from the completed autopsy and all laboratory results. **All reports, findings and results shall be submitted no later than thirty (30) business days after an autopsy and all ancillary tests are completed (i.e. toxicology, neuropathology, ballistics. DNA, sexual assault kit, etc.) with preliminary findings to be submitted to the Hidalgo County District Attorney's office or requesting agency within five (5) business days after the performance of an autopsy and/or by agreement of the parties.**

3. Section 2 Insurance Coverage has been modified as follows:

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense and will provide general liability insurance covering her activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et. Seq., Texas Civil Practice and Remedies Code. The County shall be named as an Additional Insured under the

Contractor's liability insurance policy. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.3 Optional Malpractice Insurance–This section is deleted in its entirety.

4. Section 4 OBLIGATIONS OF THE COUNTY will now include:

4.4– At the time a dedicated County morgue facility is established, the County shall provide the available funding to secure necessary personnel and/or staff as described in the attached Exhibit "A".

5. Section 13 INDEMNIFICATION has been modified as follows:

13.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY,A ND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLITENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR **TO THE EXTENT CONTRACTOR'S LIABILITY CARRIER PROVIDES A DEFENSE AND INDEMNITY.** UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

6. SECTION 14 TERMINATION OF AGREEMENT has been amended as follows:

14.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing September 28, 2010, and ending on September 27, 2012.

14.2 Renewal Option: The County shall have the sole option to extend this Agreement for an additional one (1) year term under the same fees, rates, terms and conditions. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to renew this Agreement for the additional one (1) year term.

14.5 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.6 Termination by mutual agreement. In the even a Medical Examiner System is established by the County, this Agreement will be terminated by mutual agreement of the parties.

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Contractor and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

NORMA JEAN FARLEY, M.D.

By: Norma Jean Farley, MD
Its: Valley Forensics, PLLC

HIDALGO COUNTY, TEXAS

Approved by Commissioners' Court on 5/23/11 10

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

By:
Josephine L. Ramirez
Assistant Criminal District Attorney - County Affairs

APPROVED BY COMMISSIONERS COURT: May 23, 2011

PURCHASING DEPARTMENT
County Of Hidalgo

FOR IMMEDIATE REVIEW
MEMORANDUM

To: Norma Jean Farley, M.D. Phone No. (956) 778-8742

From: Martha L. Salazar, CPPB/Purchasing Agent
Olga T. Montero, Buyer
Hidalgo County Purchasing Department

Re: "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"
RFQ No. 2010-002-06-30-otm

Date: September 24, 2010

Pursuant to the meeting held on Wednesday, September 01, 2010 with the Hon. Homer Vasquez (Hidalgo County Asst. District Attorney), Roy Cazares (District Attorney Personnel Director), Olga T. Montero (Purchasing Department Buyer III) with Interview & negotiations for the above mentioned project.

Please confirm (by signing below) that your Best and Final Offer (BAFO) are those items contained in your letter dated September 21, 2010 (refer to attachment) for your proposed scope of work, services and fees. In addition, you also acknowledged and committed to render and comply with the scope of services outlined in the response to the RFQ No. 2010-002-06-30-otm- "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County".

Please indicate below and return via fax to (956) 292-7612 or email: olga.montero@co.hidalgo.tx.us by no later than Friday, September 24, 2010.

Signed: Norma J. Farley MD
Signature

Print: Norma J. Farley M.D.

Date: 9-24-10

If you have any questions, please call me Olga T. Montero or Martha L. Salazar at (956) 292-7000 Ext. 4859 or (956) 292-7611 respectively.

Thank you.

Norma Jean Farley, M.D
Anatomic, Clinical and Forensic Pathologist
200 S. 10th St, Ste. 1105, McAllen, TX 78501
Tel: (956) 682-7938; Fax: 1-866-682-0360

September 21, 2010

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at Contracted (Funeral Home) Facility Bid No. 2010-002-06-30-otm

I. Autopsy cost (with understanding that the morgue will be relocated to Hidalgo County facility during contract period).
- A. Full autopsy (head and body) - $1,450.
- B Partial – $1,100.
- C. External examinations – $1,000.
- D. Toxicology Only - $150.
- E. Chart Review - $0 - $250 depending on difficulty of case.
- F. Autopsy cost includes:
  1. Office manager and Administrator for Valley Forensics
  2. CD of photographs as needed.
  3. Transcription costs.
  4. Any testimony needed for homicide cases at no charge while under contract.
  5. Locum tenens pathologist as needed (vacation time).
- G. Autopsies will be performed at Ceballos Funeral Home with the same fees usually charged for these services. All morgue expenses including personnel, autopsy technicians (2), on call personnel for the morgue, security, maintenance and supplies are the responsibility of Ceballos Funeral Home except for the supplies currently being provided by Valley Forensics. Although the administrative office for the forensic pathologist and staff was originally to be located at Ceballos Funeral Home per the original contract with the county, the office has moved to a separate facility due to a lack of available space. Internet, fax, printer and telephone service for the morgue is being supplied by Valley Forensics.

II. Fees not included:
- A. Histology and Microbiology– approximately $7,000 per year
- B. Toxicology – approximately $145.00 to $270.00 per case as needed (most forensic cases – homicides, excited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.
- C. X-rays. - $50 per X-ray (maximum charge of $300)
  1. Will be performed at the facility using Valley Forensic equipment.
  2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).
- D. Sexual Assault Kit - $50 to complete a sexual assault kit when not warranted (e.g. decomposed, other) and $25 if county/investigative agency supplies kit.

E. DNA testing only when needed - usually homicides/decomposed bodies and only when no dental identification or other identification is present (tattoo identification). These cases will be discussed with the Justice of the Peace/District Attorneys Office prior to testing.

F. Expert consultation:
   1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year (currently $750.00 per case).
   2. Eye pathology – retinal hemorrhage analysis ($500.00 a case) – only if approved by District Attorney after consultation.
   3. Dental Odontology – bite mark analysis. Only if approved by the District Attorney.

G. Physical evidence and ballistics.
   1. Collected at the time of autopsy and released to investigating agency (CD of photographs at no charge).
   2. Bullets will be released to investigating agency.

H. Prints of photographs – $25.00 to be paid by the requesting agency (CD of photographs at no charge).

I. Laboratory analysis when necessary (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology – all infants suspected of SIDS, H1N1 cases, infectious disease.

J. The cost to provide testimony or review material at the request of Hidalgo County on cases other than homicides will be billed to the county at a rate of $100/hour. The cost will include preparation, travel, and testimony.

Norma Jean Farley, M.D.

Valley Forensics, P.L.L.C.

Norma Jean Farley, M.D
Anatomic, Clinical and Forensic Pathologist
200 S. 10th St, Ste. 1105, McAllen, TX 78501
Tel: (956) 682-7938; Fax: 1-866-682-0360

September 21, 2010

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at Hidalgo County Morgue Facility Bid No. 2010-002-06-30-otm

I. Autopsy cost:
- A. Full autopsy (head and body) - $1,450.
- B Partial – $1,100.
- C. External examinations – $1,000.
- D. Toxicology Only - $150.
- E. Chart Review - $0 - $250 depending on difficulty of case.
- F. Autopsy cost includes:
  1. Staff of an office manager and an additional part-time secretary and one clerk employed by Valley Forensics to receive and release decedents and assist in the morgue/office during office hours - estimated $39,522.00. These employees were previously supplied by Ceballos Funeral Home.
  2. CD of photographs as needed.
  3. Transcription costs.
  4. Any testimony needed for homicide cases at no charge while under contract.
  5. Locum tenens pathologist as needed (vacation time).
- G. Autopsy sinks (6), body refrigerators/coolers (2), work stations (4), organs scales(5), autopsy lights and morgue cabinets for morgue (estimated costs new of $140,000) purchased used by Valley Forensics from morgue in Orlando, Florida and to be sold to Hidalgo County for $11,500.

II. Fees not included:
- A. Histology and Microbiology– approximately $7,000 per year.
- B. Toxicology – approximately $145.00 to $270.00 per case as needed (most forensic cases – homicides, exited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.
- C. X-rays. - $50 per X-ray (maximum charge 300.00).
  1. Will be performed in the Hidalgo County Morgue using Valley Forensic equipment.
  2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).
- D. Sexual Assault Kit - $50 to complete a sexual assault kit only when not warranted (e.g. decomposed, other) and $25 if county/investigative agency supplies kit.

E. DNA testing only when needed - usually homicides/decomposed bodies and only when no dental identification or other identification is present (tattoo identification). These cases will be discussed with the Justice of the Peace/District Attorneys Office prior to testing.

F. Staff or security to release or receive decedents after hours if not agreed to by body transport services after cleared background check of employees ($25.00/case).

G. Staff to collect blood, toxicology, fingerprints, or photograph decedents for identification after hours or weekends as requested by law enforcement - $25.00/case.

H. Autopsies will be performed at the Hidalgo County Morgue and all morgue expenses are the responsibility of Hidalgo County including but not limited to:
   1. Autopsy technician (~40,000/year with benefits) with Dr. Farley as supervisor of employee.
   2. On call personnel for the morgue to answer telephone calls after hours only if the proposed working hours and emergency contact number after hours are not accepted by County (M-F, 8am-5 pm).
   3. Security for the building (monitored access), maintenance, medical waste and supplies.
   4. All utilities for the building and IT assistance to include internet service and telephone service.
   5. The autopsy technician salary and on call personnel were previously supplied by Ceballos Funeral Home, and if not covered by the County, will be added to the autopsy fee.

I. Expert consultation:
   1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year (currently $750.00 per case).
   2. Eye pathology – retinal hemorrhage analysis ($500.00 a case) – Only if approved by District Attorney after consultation.
   3. Dental Odontology – bite mark analysis. Only if requested by the District Attorney after consultation.

J. Physical evidence and ballistics.
   1. Collected at the time of autopsy and released to investigating agency.
   2. Bullets will be released to investigating agency.

K. Prints of photographs – $25.00 to be paid by requesting agency (CD of photographs at no charge).

L. Laboratory analysis on appropriate cases (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology – all infants suspected of SIDS, H1N1 cases, infectious disease.)

M. The cost to provide testimony at the request of Hidalgo County on cases other than homicides will be billed to the county at a rate of $100/hour. The cost will include preparation, travel, and testimony.

N. Security or other personnel to receive and release decedents at morgue after hours and on weekends – Estimated at $6500.00 or $25.00/occurance.

O. Relocation of morgue/office contents from current location to the Hidalgo County facility is the responsibility of the County.

III. The above cost proposal is with the understanding that the current Justice of the Peace system will continue and does not reflect fees or staffing necessary to support a Medical Examiner's system. The above cost proposal is intended for Hidalgo County with no agreement to supple services for other counties.

Norma Jean Farley, M.D.

EXHIBIT "B"

CURRICULUM VITAE

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone
Valley Forensics, P.L.L.C.
200 South 10th St., Suite 1105
McAllen, TX 78501

EDUCATION

07/98-06/99	**Bexar County Forensic Science Center** 7337 Louis Pasteur San Antonio, TX 78229-4565 Assistant Medical Examiner
07/94-06/98	**University of Texas Health Science Center** San Antonio, TX Combined AP/CP Residency Residency Director: Larry Fowler, M.D. Chief Resident - 1997-1998
08/90-05/94	**University of Texas Health Science Center** San Antonio, TX College of Medicine Degree: M.D.
01/85-08/86	**Stephen F. Austin State University** Nacogdoches, TX B.S. in biology and Secondary Education
08/81-12/83	**San Jacinto College** Pasadena, TX Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology and Forensic Pathology.

United States Medical Licensing Exam: Passed: Step 1, 2, 3.

State License: Texas.

EMPLOYMENT

3/07-present	**Valley Forensics (Autopsy Service and Expert Testimony)** **Chief Forensic Pathologist, Hidalgo and Cameron Counties** 200 S. 10th Street, Suite 1105, McAllen, TX
7/04-3/07	**Pathology Laboratory** Forensic Pathologist Valley Baptist Medical Center 2101 Pease Street, Harlingen, TX
7/03-7/04	**Bexar County Medical Examiner's Office** Medical Examiner 7337 Louis Pasteur, San Antonio, TX
1/00-7/03	**AmeriPath South Texas** 301 South Frio Street, San Antonio, TX Anatomic, Clinical and Forensic Pathologist Director of Autopsy Services, Medical Director
11/99-1/00	**Deputy Medical Examiner (part-time position)** Travis County Forensic Center 1213 Sabine Street, Austin, TX 78767
6/99-1/00	**Sedgwick County Regional Forensic Science Center** 1109 N. Minneapolis Wichita, KS 67214 **Deputy Chief Coroner-Medical Examiner** **Interim District Chief Coroner-Medical Examiner** 9/99-1/00
2/89-8/90	**Research Assistant** University of Texas Medical School, Houston, TX Dept. of Pathology, Steven Norris, Ph.D. Research in Treponema pallidum, DNA sequencing, tissue culture, MICs and MBCs of cephalosporins, quinolones, and other compounds. Laboratory mapped DNA of T. pallidum (Science 7/98)
1/87-1/89	**Research Technician** Texas A&M University, College Station, TX Dept. of Pathology, John Kochevar, M.D. Research in Renal Cell Carcinoma and Malignant Melanoma.

PROFESSIONAL AFFILIATIONS

1994-Present	American Society of Clinical Pathologists
1996-Present	College of American Pathologists
2008-Present	National Association of Medical Examiners
2008-Present	Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
2005-Present	Cameron County Medical Society
1990-Present	American (& Texas) Medical Association

Guest Speaker/Instructor

Strangulation, 1st Annual Conference on Violence Against Women Behind Closed Doors, Brownsville Convention Center, April 28, 2010

Fatal Abuse in Infancy and Childhood, *13th Annual Trauma Symposium Levels of Life, South Padre Island, March 25th, 2010.*
University of Texas Pan American Conference on Child Sexual Abuse: Assessment and Intervention", May 12, 2008.

2007 Forensic Symposium, Seminar in Forensic Sciences, Fatal Abuse in Infancy and Childhood, Sudden Infant Death Syndrome, Death Investigation, Gunshot Wounds, In Custody Deaths, and Postmortem Interval, South Texas College, Weslaco, TX, Dec. 5, 2007.

Sudden Infant Death Syndrome and Shaken Baby Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 3, 2006.

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5, 2005 and Valley Baptist Health System, Jan. 24, 2006.

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003.

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS.

Lectures - *Urinalysis and Serum Protein Electrophoresis,* University of Texas Health Science Center, Pathology Didactic Course, 1997-1998 San Antonio, TX.

HONORS, AWARDS AND COMMITTEES

Texas Forensic Science Commission (Governor appointed), 9/09.

Board of Editors, American Journal of Forensic Medicine and Pathology, 10/09.

Child Fatality Review, Bexar and Hidalgo Counties, 2003-2009.

Mass Disaster Planning Committee, Bexar County 2002-2003.

Texas Society of Pathologists, First Place Podium Competition, 2/98.
Texas Medical Association, Second Place Poster Award, 4/98.
Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of AML, FAB M_4 and M_5.*

University of Texas Health Science Center, San Antonio, TX, Department of Pathology, Chief Resident (1997-98)

American Society of Clinical Pathologists and College of American Pathologists: Resident Liaison and Delegate (1995-1998)

PRESENTATIONS AND PUBLICATIONS

A death due to subinvolution of the uteroplacental arteries. A Case Report and Literature Review, American Academy of Forensic Science Platform Presentation, Annual Meeting, 2/2010. Accepted for publication - Journal of Forensic Sciences.

Where's the Shaking? Review of blunt head trauma cases involving infants and children: National Association of Medical Examiners, 40th Annual Meeting, San Antonio, TX, Oct. 14, 2006

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, **Farley NJ.** *A mixed-drug intoxication involving venlafaxine and verapamil.* J Forensic Sci. 2000 Jul; 45(4): 926-8.

Tan D, Manchester LC, Reit5er RJ, Qi W, Hanes MA, **Farley NJ.** *High physiological levels of melatonin in the bile of mammals.* Life Sci. 1999 Oct 29; 65(23): 2523-9.

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?* Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00.

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value Of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M_4 and M_5.*
Podium Presentation: Texas Society of Pathologists, 2/98.
Platform Presentations: Texas Medical Association and ASCP/CAP, 1998.
Publication: *American Journal of Clinical Pathology (Abstract),* 4/98.

Lovell, M., E. Griffiths, C. Harrison, **N. Farley.** *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.* **Presentation:** Texas Society of Pathologists, 2/98.

Kohlmeier, R., **N. Farley,** B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/98.

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room.*
Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996). **Publications:** *Am J Emerg Med,* 1997 May;15(3):303-7.

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin.* **Platform Presentation:** American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida.

King, D., D. Barber, **N. Farley,** J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement.* The Journal of Spinal Cord Medicine, May 1997,20:244-246.

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

J9873

EXPIRATION DATE

08-31-2011

NORMA JEAN FARLEY, MD
1511 PRESTON TRAIL
HARLINGEN TX 78552-6213

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE

PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

Norma Jean Farley, M.D.
Autopsy Services and Expert Testimony, P.L.L.C.
1023 N. 23rd Street
McAllen, TX 78501
Tel: 956-682-7938, Fax: 956-682-5645

Qualifications and Services Provided

1. Qualifications (please refer to C.V. for more information):
   A. Education:

Bexar County Forensic Science Center
7337 Louis Pasteur
San Antonio, TX 78229-4565
Assistant Medical Examiner
Forensic Fellowship
07/98-06/99

University of Texas Health Science Center
San Antonio, TX
Combined Anatomic and Clinical Pathology Residency
Residency Director: Larry Fowler, M.D.
07/94-06/98
Chief Resident – 1997-1998

University of Texas Health Science Center
San Antonio, TX
College of Medicine
Degree: M.D.
08/90-05/94

Stephen F. Austin State University
Nacogdoches, TX
B.S. in Biology and Secondary Education
01/85-08/86

San Jacinto College
Pasadena, TX
Associate in Arts
08/81-12/83

B. Expertise (please see professional history and C.V.):

1. Certifications and Licenses:

   a. **The American Board of Pathology**:
      1. Certified in Combined Anatomic and Clinical Pathology (11/98)
      2. Forensic Pathology (9/00)
         (Passed both on first attempt.)

   b. **United States Medical Licensing Exam:** Passed: Step 1, 2, 3.

   c. **State License: Texas.**

2. The following are a list of professional organizations which I have a current membership. They do not represent expertise, since they are only memberships.
   a. American Society of Clinical Pathologists
   b. College of American Pathologists
   c. American (& Texas) Medical Association
   d. Cameron County Medical Society
   e. National Association of Medical Examiners
   f. Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
   g. Texas Forensic Science Commission (Governor appointed), 9/09

3. A letter of good standing with the Texas Board of Medical Examiners can be obtained. There is also an internet site for the board where anyone can see board actions taken or complaints on a physician.
   License number – J9873, exp. – 8/31/2011.

4. Currently have liability insurance with the Texas Medical Association Insurance trust (200,000/600,000).

5. Motor vehicle insurance is through State Farm Insurance.

C. Experience:

1. Professional History:

   Valley Forensics, PLLC (Autopsy Services and Expert Testimony, PLLC)
   Forensic Pathologist, Hidalgo and Cameron Counties
   200 S. 10th Street, Suite 1105, McAllen, TX
   3/07 - Present
   Contract with Hidalgo County for autopsy services

1. Professional History (continued):

Pathology Laboratory
Anatomical, Clinical and Forensic Pathologist
Valley Baptist Medical Center
2101 Pease Street
Harlingen, TX
Performed Cameron County Forensic Autopsies
(No contract)
7/04-3/07

Bexar County Medical Examiner's Office
Medical Examiner
7337 Louis Pasteur
San Antonio, TX
7/03-7/04

AmeriPath South Texas
301 South Frio Street
San Antonio, TX
Anatomic, Clinical and Forensic Pathologist
Head of Autopsy Services, Medical Director
1/00-7/03

Deputy Medical Examiner (part-time position)
Travis County Forensic Center
1213 Sabine Street
Austin, TX 78767
11/99-1/00

Sedgwick County Regional Forensic Science Center
1109 N. Minneapolis
Wichita, KS 67214
Deputy Coroner-Medical Examiner
Interim District Coroner-Medical Examiner
Similar contract with counties in Kansas outside of Sedgwick County
6/99-1/00

2. References:

Dr. Jennifer Rulan, Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229
210-335-4001.

Dr. Kim Molina, Deputy Chief Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229 210-335-4001.

Dr. Jan Garavaglia (Discovery Channel - "Dr. G. Medical Examiner"), District Nine Medical Examiner's Office, Orlando, Florida 32806, 407-836-9472

D. Scope of Services:

1. The autopsy facility is to be provided by Hidalgo County. Option I as defined by Section I General Terms and Conditions of the RFQ is not an option in which ASET, PLLC is willing to participate.
    A. The County facility will include a morgue with a minimum of four autopsy stations, a separate building with at least one autopsy station and cooler for decomposed autopsies, adequate lighting, a large cooler to store a minimum of 20 bodies on individual autopsy carts, refrigerators and freezers to store tissue and body fluids, a storage area to retain five years of autopsy formalin fixed tissue, a generator for possible mass or natural disasters, security and monitored alarm system and ventilation that meets the requirements of the American Society for Healthcare Engineering and American Institute of Architects. Hidalgo County will be responsible for stocking the morgue with all needed supplies and building maintenance. The facility will also include adequate office space for all morgue personnel including utilities. Additional morgue requirements can be discussed at a later date.
    B. Autopsy technician(s)/morgue clerk are the responsibility of Hidalgo County or the salary will be added to the base autopsy fee.

2. Radiology – is performed at the facility. ASET, PLLC currently owns the equipment necessary to perform post mortem radiologic exams.

3. Histology of tissue when needed will be performed by an outside laboratory on cases requiring microscopic examination of tissue.

4. Forensic Analysis:
    A. Toxicology – Toxicology should be performed on most forensic autopsies and will be performed at National Medical Services (accredited by the American Board of Forensic Toxicology (ABFT) - the most specific and complete accreditation available for forensic laboratories performing post-mortem and human performance toxicological testing.) Also approved by the Texas DPS.
    B. DNA testing and physical evidence – Severely burned and decomposed human remains and some trace evidence on homicide cases (sexual assault kits, fingernail clippings, bite marks, etc.) mayl require DNA identification which will be performed at National Medical Services (accredited by the Crime Laboratory Accreditation Program of the American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD-LAB) for laboratory analysis in the disciplines of Biology (DNA and Serology), and Texas DPS) or dental identification. The investigating agency may want to send physical evidence to DPS, which will be released with chain of custody forms. Ballistics is usually performed by DPS, with bullets released to the investigating agency with chain of custody forms.

5. Postmortem examination will be performed on cases ordered by a Justice of the Peace to determine cause and manner of death. Full autopsies include an external and internal examination of the body, with removal of organs, organ weights and gross description of findings. Toxicology will be performed on most if not all cases (see 1A above). Samples of tissue will be held in formalin for 5 years. Postmortem blood and other body fluids, including DNA samples, will be held for 3 - 5 years. Pictures will be taken of all homicide cases and most accidental cases and stored at the facility. These pictures will be available for the Justice of the Peace and/or District Attorney's Office on request. Older individuals (61 years or older) or individuals with a significant medical history may require an external examination only with toxicology screening (examination of the outside of the body for injury with no internal examination or removal of organs). Infant deaths suspicious for SIDS may require cardiac consultation, cytogenetics, and microbiology. Infanticide cases may require neuropathology for diffuse axonal injury, possible eye pathology for retinal hemorrhages, and other studies as needed. Most forensic autopsies take approximately 6 weeks (30 working days), as required by the College of American Pathologists. Complicated cases requiring outside consultations (neuropathology, cardiac pathology, forensic odontology, and ballistics) will be completed immediately after receiving the consultation report(s), since these consultations need to be added to the forensic autopsy report. Guidelines of the College of American Pathologists and National Association of Medical Examiners will be followed. Offices performing 2 week turn-around-time for autopsies are not providing adequate forensic services, which was addressed in Travis County, Texas.

A faxed copy of each forensic autopsy will be sent to the ordering Justice of the Peace and District Attorney's Office at the completion of the case. Preliminary cause and manner of death information will also be faxed to the Justice of the Peace and District Attorney's office within 48 to 72 hours for the purpose of completing the death certificate.

Chemical analysis will be performed on vitreous fluid when necessary.

6. Testifying will be provided on all homicides at no fee to Hidalgo County by a forensic pathologist employed by A.S.E.T., PLLC. Testimony on most cases associated with an autopsy performed by a doctor for A.S.E.T., PLLC will be provided as part of the autopsy fee. Locums Tenums forensic pathologists will cover any absence of an A.S.E.T. PLLC pathologist at the expense of A.S.E.T., PLLC, and testimony on these cases is at no fee as long as provided by a pathologist employed by A.S.E.T., PLLC.

7. Once a signed order for autopsy is received from an appropriate official and any needed information is obtained (medical records, EMS reports and incident reports or verbal report of circumstance from investigative agency), an autopsy will be performed. Working hours for autopsy services will be 8:00 a.m. to 5:00 p.m. weekdays with weekends off and major holidays off (Christmas, New Years, 4th of July, etc.)

8. When the forensic pathologist is out of the office, a qualified pathologist will be hired for that period of time and at the expense of A.S.E.T./primary pathologist. This pathologist will be required to complete the autopsy report in a timely fashion and the primary pathologist at A.S.E.T. will review and cosign the final autopsy report on homicides.

9. A.S.E.T. will provide a transcriptionist at no additional cost to the county.

10. Working hours for autopsy services will be 8:00 a.m. to 5:00 p.m. weekdays with weekend and major holidays off. After business hours, a pathologist, pathology assistant or investigator will be available for calls from law enforcement; tissue procurement agencies, justices of the peace and the district attorneys office by cellular telephone which will be made available only to appropriate county officials. Questions regarding autopsies to be performed or autopsy reports will be addressed during regular business hours with messages to be left on voicemail after hours. Since the county is a Justice of the Peace system, a J.P. should be the contact person on deaths in the County, since the pathologist has no jurisdiction in such a system. A forensic pathologist may be contacted on cases needing forensic assistance after hours on the on-call cellular telephone (e.g. mass fatalities, high profile cases, buried skeletal remains or multiple homicides in one location).

11. Transportation of bodies is the counties responsibility. . The county will also be responsible for providing 24 hour access to the County morgue facility in order to drop off bodies, which may be provided by the transportation service after review of criminal background checks.

12. The information submitted herewith is for preliminary negotiations only, does not constitute an offer or acceptance or form any agreement or contract whatsoever, and any contract or agreement between the undersigned and any recipient of this information will be binding only upon the delivery of a definitive written agreement properly executed by both sides.

Norma Jean Farley, M.D.

Request for Qualifications
Pathologist to Provide Turnkey Autopsy & Related Services-Hidalgo County

RFQ No: 2010-02-06-30-otm

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 participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant: Norma J. Farley, M.D. for Valley Forensics, PLLC

Address: 1511 Preston Trail

By: Norma Jean Farley MD

Printed Name: Norma J. Farley, MD

Title: Owner

OPENED
9:41am
6-30-2010
Witnessed

EXHIBIT "C"

RFQ PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
"PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES"
RFQ No: 2010-002-06-30-otm

1. **Request for Qualifications Letter, consisting of 1 page.**
2. **Request for Qualifications, Legal Notice, consisting of 7 pages.**
   ***** (Page 8 must be submitted with response)***
3. **Exhibit A, Requirements, consisting of 8 pages.**
4. **Exhibit B, Evaluation Criteria, consisting of 4 pages.**
   ***** (Must be submitted with response)***
5. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
   ***** (Must be submitted with response)***
6. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   ***** (Copy of receipt and this form must be submitted with response.)***
7. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
   ***** (Must be submitted with response)***
8. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
   ***** (Must be submitted with response)***
9. **Certification Regarding Debarment, consisting of 1 page.**
   ***** (Must be submitted with response)***
10. **Draft Contract, consisting of 13 pages.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

June 7, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

June 7, 2010

_____
_____
_____
_____

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Pathologist to Provide Turnkey Autopsy and Related Services"**
RFQ No: 2010-002-06-30-otm

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ No: 2010-002-06-30-otm	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 ext. 4859

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES

June 30, 2010

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

1. **Sealed Statements of Qualifications** will be received for **"Pathologist to Provide Turnkey Autopsy & Related Services,** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of RFQs are required, with 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, **RFQ No. 2010-002-06-30-otm "Pathologist to Provide Turnkey Autopsy & Related Services--Hidalgo County"** 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 AM, Wednesday, June 30, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN** Wednesday, **June 16, 2010** at 5:00 p.m. Responses will be sent to all applicants by Friday, **June 18, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the 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. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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.

12. 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.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Pathologist to Provide Turnkey Autopsy & Related Services-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**June 30, 2010**
Award of Contract	, 2010
Commence Work or Deliver Products	, 2010

16. ~~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 participating firms 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 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 materialmen 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.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. 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.

20. 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.

21. 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.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. 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.

24. 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.

25. 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.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. 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.

28. 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.

29. 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.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
Pathologist to Provide Turnkey Autopsy & Related Services-Hidalgo County

RFQ No: 2010-02-06-30-otm

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 participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Pathologist to Provide Turnkey Autopsy and Related Services

RFQ Number: 2010-002-06-30-otm

The County of Hidalgo is seeking to engage the Services of a State Registered "Texas" Physician/Pathologist to provide "**Turnkey Autopsy and Related Services**" **for Hidalgo County on an "as needed basis"** as specified herein. The related services will require the vendor to have access to an AUTOPSY FACILITY in Hidalgo County. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, June 30, 2010. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFQ Number: 2010-002-06-30-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB/Purchasing Agent, at 2812 S. Business Hwy 281 (New Administration Bldg.), Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Wednesday, June 16, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, June 18, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent had not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQS: 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 specifications. Hidalgo County will make the final determination as to the vendor'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 vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications 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 qualifications, to have a Purchasing Department representative time date and stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

ADDITIONAL INFORMATION TO SUBMITTERS:

Initial term of contract will commence upon award and execution of contract for a two (2) year term with the County's sole option to renew for an additional one (1) year term under the same fees/rates, terms and conditions.

Hidalgo County reserves the right to terminate this agreement by giving the contracted party sixty (60) days written notice of cancellation or until a new physician has been contracted whichever comes first.

Project Description, Overview & Options:

Option I:

Contractor will provide appropriate personnel, proper space, equipment, instruments and supplies necessary to perform autopsies. However, should the county secure a facility at which the contractor will perform autopsies and should the county also secure necessary equipment, instruments and supplies for the performance of autopsies (through its facility vendor), then the parties agree that

the amount of this agreement shall be reduced to include only the contractor's services for the performance of autopsies and related services and not the cost of a facility, equipment and/or staff (if applicable).

Option II:

Hidalgo County is attempting to negotiate a contract for a facility at which the contracted physician will perform autopsies and related services. In the event Hidalgo County is successful in securing such contract. The physician will be asked to reduce the turnkey fee which includes a facility. It will be Hidalgo County's option to award the contract that is most advantageous to Hidalgo County. Physician agrees to abide by Hidalgo County's decision, if Hidalgo County awards a contract at a location other than a "Turnkey Solution".

*Note: In the event that the County of Hidalgo creates/establishes a medical examiner's position, this agreement would be terminated upon the complete staffing, equipping and hiring of a medical examiner office/facility.

SECTION II RFQ REQUIREMENTS:

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and ten (10)** copies of the RFQ shall be submitted to the address on the cover letter.

Project Overview:

Chapter 49 of the Code of Criminal Procedure applies to the inquest into a death occurring in a county that does not have a medical examiner's office or that is not part of a medical examiner's district. Therefore, in order to comply with an order by a Justice of the Peace that an autopsy is necessary as a result of an inquest, the need exists and it is the intention of Hidalgo County to contract the services of a Pathologist. The County of Hidalgo will receive Statements of Qualifications from interested Physicians for the provision of "Turnkey Autopsy and Related Services" on an "As Needed Basis". Hidalgo County has over the last three (3) years, averaged two hundred (200) autopsies per year (no annual volume is implied or guaranteed).

Scope of Services:

Hidalgo County, as stated previously herein, is seeking interested and qualified Physicians to submit Statements of Qualifications to provide "Turnkey Autopsy and Related Services" on an "As Needed Basis."

The following is a general description of, but not limited to the services required the project described in the project overview:

1. Physician contracted will be expected to perform and provide all the components necessary but not limited to the facility, X-Ray machine, X-Ray developer, Histology lab and Toxicology Lab to provide and render the services required by Hidalgo County.
2. Physicians will be required to contract with a laboratory to perform a forensic analysis for the purposes of introducing physical evidence for use in a criminal proceeding, such laboratory should be accredited according to rules set forth by Department of Public Safety.
3. A post mortem examination of the body of a person, including x-rays and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done and chemical tests of body fluids; and
4. Testifying, when necessary, in all criminal proceedings as required by subpeona including but not limited to inquest/inquest hearings and; the submission of a written report including but not limited to all findings from a complete autopsy and accompanied by all laboratory results are to be submitted to the Hidalgo County District Attorney's Office two (2) weeks after autopsy has been completed, or earlier.
5. An autopsy, as ordered by a Justice of the Peace and directed by the appropriate County officials, must be completed within twenty-four (24) hours of said order. Pathologist must be available to provide the services requested twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
6. Twenty-Four (24) Hours of notification of proper official: Physician is responsible to have a qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified Pathologist that will provide the services requested within the specified time limit. Pathologist will be on call 24/7.
7. Turnkey Service: Medical/Assistance Staff and Autopsy Facility: Pathologist (Physicians) contracted will be expected to engage the services of any medical assistants to render autopsies, with no additional expense or liability to the County of Hidalgo; as well as, access to an Autopsy Facility within Hidalgo County.
8. The contractor shall provide his/her own telephone and pager numbers to the appropriate County officials.
9. Hidalgo County will contract with an awarded vendor to Transport Dead Bodies to the facility designated by the Physician. Contracted Physician will provide Hidalgo County with location and address of Autopsy Facility. Physician's facility must be accessible and available to the County's Transport Contractor 24 hours a day, seven days a week, 365 days a year.
10. Hidalgo County reserves the right to confirm/verify any and all documentation submitted not limited to (Curriculum Vitae, Licenses, Certifications, Letter of "Good Standing" from Medical Examiners Board, Professional Liability Insurance).

Qualifications for the Pathologist:

A. Education-Forensic Science:
The minimal qualifications of an expert pathologist include the following:

1. College and medical school (generally eight years); graduation as a Doctor of Medicine from an accredited medical school, with specific training and/or experience in pathology, toxicology, histology and other medical-legal sciences, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities;

2. Residency in pathology (four years);

3. Board eligible or certified in Anatomic and Forensic Pathology and/or American Board of Pathology;
4. Licensed to practice medicine in Texas .

B. **Additional Educational Requirements (Foreign Medical Student):**

In order to be licensed to practice medicine in the United States, foreign medical graduates are required to fulfill certain additional prerequisites including:

1. Graduation from a foreign medical school recognized by the Educational Committee for Foreign Medical Graduates (ECFMG);
2. Submission of educational credentials including a detailed list of grades to the ECFMG;
3. Passing an English and Professional examination given by the ECFMG (the passing grade being 75% or more).

The Educational Committee for Foreign Medical Graduates is a nonprofit organization sponsored by the American Board of Medical Specialties, American Hospital Association, Association of Medical Colleges, American Medical Association, American Medical Association for Hospital Medical Education, Federation of State Medical Boards of the United States, and the National Medical Association.

C. **Certification(s):**

A residency in general pathology is a prerequisite for a residency in forensic pathology. Various combinations of pathology and forensic pathology residency are acceptable in acquiring eligibility for the American Board of Pathology Certification examinations. All acceptable residencies must be taken in programs conducted by institutions specifically approved for this purpose by the American Specialty Boards. There are several hundred approved training programs in anatomic and clinical pathology in various hospitals throughout the country, but only about 30 approved programs in forensic pathology. The approved programs may consist of:

A. Four years in anatomic pathology and one year in forensic pathology; eligibility for certification in anatomic and forensic pathology: (preferred)
B. Two years in anatomic pathology and two years in forensic pathology; eligibility for certification in anatomic and forensic pathology. (minimum)

D. **Forensic Professional Associations**

Membership and official positions in various forensic organizations. Some major American medio-legal associations are:

The American Academy of Forensic Science (membership limited to individuals actively involved in forensic sciences including pathology, toxicology, odontology, anthropology, psychiatry, criminalistics, and questioned documents);

The American College of Legal Medicine (full fellowship is granted only associate membership);

The National Association of Medical Examiners (criteria or admission are similar to those of the AAFS).

Contents: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

A. **Complete and current "Curriculum Vitae" to include:**

1. Education
2. Qualifications
3. Copy of current license to practice in Texas
4. Copy of professional liability insurance with limits (see minimum limits on all insurance required by Hidalgo County described in Exhibit "C" included in this packet)

B. **Expertise:**

1. List all memberships in professional organizations and board certifications currently held
2. Letter of "Good Standing" from Medical Examiners Board

C. **Experience:**

1. Professional history
2. Prior or current contracts of similar nature
3. Give references/tenure either expiration of contract or termination. Any references that you might provide, please include contact name and phone numbers.

D. **Understanding of the Scope of Services Required**

1. Your response to the RFQ (Request for Qualifications) should describe your understanding of the scope of services listed herein and a brief narrative of the methodology and approach to rendering the services required, including access to an Autopsy Facility in Hidalgo County.

2. Statement of commitment to adhere to the terms, conditions and requirements as described herein.

PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and ten (10) copies.**

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

Proposal Ranking: An Evaluation Committee may score and evaluate the written RFQs. As part of evaluation process the Committee will interview the candidates. The Evaluation Committee will then present the scoring and evaluation grid to the Hidalgo County Commissioners' Court for ranking. The Purchasing Department will request authority to negotiate a final contract for services with the number one (1) ranked physician. Hidalgo County may designate and select an Evaluation Committee.
Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Any contract awarded to a successful submitter 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.

PROPOSAL SUBMITTED TO: **An original and ten (10) copies** of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building; 2812 S. Business Hwy 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, June 30, 2010.**

EVALUATION: The evaluation system consists of a 100-point system with possible bonus points. The candidates will be short-listed from this evaluation. Categories evaluated under the 100-point system include the submitter's response to the RFQ and will be based on the criteria outlined in Exhibit B.

All information requested must be provided in order to be considered. Failure to provide information requested will be grounds for a disqualification for the position.

EXHIBIT "B"

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Pathologist to Provide Turnkey Autopsy and Related Services

RFQ Number: 2010-002-06-30-otm

SELECTION CRITERIA

SELECTION CRITERIA

RFQ Evaluation Criteria

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Educational Requirements (15)

As much educational information must be provided in this section to address all of the requirements set forth in the RFQ. This will allow for the evaluators to determine the following:

* the minimum requirements were met (05)
* the minimum requirements were exceeded (10)

2. Expertise (25)

This section shall include all of the Board Certifications of Specialization held and the number of years held; membership(s) to professional organizations; Letters of Good Standing from Medical Examiner's Board, etc.

3. Experience Providing Comparable Services (30)

Provide all the professional background/history/experience in performing similar contracts and/or employment for counties, cities, or other governmental agencies as stated in the Request For Qualifications (RFQ). State when and where (firm[s]) the work, as Pathologist or Forensic Pathologist, was performed. Indicate the reason for leaving, if applicable.

Similar experience gained through other clients should be substantiated by reference. Reference information should be as current as possible, especially contact persons and telephone numbers. List name(s) of District or County Attorney's Offices, or court judge(s) worked with on cases involving the death of individuals, contact(s) who can state your qualifications on the stand, during trial.

A list of similar projects shall be included in an appendix. Also in this section, outline the contingency plans for servicing the project in the event of extended absences (exceeding 24 hours), when not available for any reason during the period of performance.

Hidalgo County reserves the right to inquire in connection to the references provided.

4. Understanding of Project, Commitment & Completeness of SOQ Submitted (30)

The proposal shall include the following:

* Understanding of project with Commitment to render all services as detailed herein (see scope of services) (15)
* completeness of submission of all required documentation provided (15)

5. Interview (up to 20 points) * Bonus Points

EVALUATION CRITERIA GUIDELINES & SCORING SHEET "PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES"

Statements of Qualifications in response to the RFQ for the project of a "Pathologist to Provide Turnkey Autopsy and Related Services" will be evaluated by the Hidalgo County in terms of the criteria listed below. All Statements of Qualifications will be reviewed and assessed for detail, clarity, and comprehensiveness.

The evaluation will be based, but not limited to, on the following criteria:

		Maximum points	Total Pts.
I.	**Educational Requirements:**	**15 points**	_____

a. Minimum educational requirements met (05 pts)

b. Exceeds minimum educational requirements (10 pts)

Comments:_____

_____

II.	**Expertise:**	**25 points**	_____

Board Certified of Specialization Held:

a. Years held
   - i. One (1) (05 pts)
   - ii. Two (2) (10 pts)
   - iii. Three (3) (10 pts)

b. Letter of Good Standing from Medical Examiner's Board (15 pts)

Comments:_____

_____

III.	**Experience providing comparable services:**	**30 points**	_____

a. 0-5 years experience in forensic pathology (10 pts)

b. 6 years or more (20 pts)

Comments:_____

_____

IV. **Understanding of project, Commitment & Completeness of SOQ submitted:** **30 points** _____

a. Understanding of project with commitment to render all services Required, including access to Autopsy Facility in Hidalgo County. (15 pts)

b. Completeness of submission of all required documentation provided (15 pts)

Comments:_____

_____

V. **Interview (up to 20 points) *Bonus points*** _____

Total Overall Points _____

Name of Provider/Bidder/Company Name:	
Evaluator & Department Name:	
Evaluation 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
A	GENERAL LIABILITY			
	COMMERCIAL GENERAL LIABILITY			
	CLAIMS MADE OCCUR			
	OWNER'S & CONTRACTOR'S PROT			
	GEN'L AGGREGATE LIMIT APPLIES PER:			
	POLICY PRO-JECT LOC			
B	AUTOMOBILE LIABILITY			
	ANY AUTO			
	ALL OWNED AUTOS			
	SCHEDULED AUTOS			
	HIRED AUTOS			
	NON-OWNED AUTOS			
	GARAGE LIABILITY			
	ANY AUTO			
C	EXCESS LIABILITY			
	OCCUR CLAIMS MADE			
	DEDUCTIBLE			
	RETENTION $			
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			
	If yes, describe under SPECIAL PROVISIONS below			
	OTHER			

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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 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 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 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 _____, 2010.

_____

Notary Public

My commission expires:_____, 2010.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____
State of Incorporation: _____ Date:_____ Other: _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt Disadvantaged Business (At Least 51% Ownership) • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other Have you been certified as a HUB or an MBE/WBE source?: • Yes • No Indicate Certification No.(s): _____ or are Certificate(s) attached?: • Yes • No
What type of product(s) is/are solicited by your company?: _____ Would you like to be provided with specifications for procurements of such products?: • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____ Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this ____ day of _____, 2010, by and between **HIDALGO COUNTY, TEXAS** (the "County") **and _____, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper functioning of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was the successful respondent to the Request for Qualifications ("RFQ") sought by the County for a contractor to provide turnkey autopsies and related services more particularly described in the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County Bid No. 2010-002-00-00-otm" (see Exhibit "A"-memo) the Curriculum Vitae of _____, M.D., (see Exhibit "B" attached hereto); and the Hidalgo County Request for Qualifications Bid No. 2010-002-00-00-otm" (see Exhibit "C" attached hereto), all of which are incorporated herein and made a part of this Agreement;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in Exhibits A, B, and C, collectively hereinafter

referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor must complete autopsies within twenty-four (24) hours of receiving such order and that the Contractor must be available to provide the Services that are requested twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year as further described herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

> "A post mortem examination of the body of a person, including x-rays and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done."

The Contractor shall provide all of the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer,

histology lab services and toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis.

1.2 **Logistics.** Contractor will provide personnel, space, equipment, and supplies necessary to perform autopsies. **HOWEVER, SHOULD THE COUNTY SECURE A FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PEROFRMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE THAT THE AMOUNT OF THIS AGREEMENT SHALL BE REDUCED TO INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT.**

1.3 Contractor agrees to confine her practice to serving the County except when practice at other institutions or locations does not impair the fulfillment of her obligations under this Agreement as determined by the County in its sole discretion, and such other practice is agreed to in writing by the County.

1.4 **Administration.** The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 **Quality of Care.** The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 **Records.** The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. Contractor agrees to complete autopsies within twenty-four (24) hours of receiving an order for an autopsy and shall be available to provide the Services twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding twenty-four (24) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, in the opinion of the County, shall result in the County having sole discretion to terminate this Agreement immediately.

1.9 Criminal Proceedings. Contractor agrees to testify, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, no later than two (2) weeks after an autopsy has been completed, written reports including but not limited to all findings from the completed autopsy and all laboratory results.

1.10 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.11 Certification. The Contractor shall be board eligible or certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

2.3. Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Contractor shall purchase the Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of such coverage shall be immediately furnished to the County on request by the County.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. PARTIES' RELATIONSHIP

4.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services as specified in paragraphs 1.1 and 1.2 (except as provided for in paragraph 1.2 above in which the County may contract with another to provide the facility and/or

equipment) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

5. TAXES AND BENEFITS

5.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

6. INCURRING FINANCIAL OBLIGATION

6.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

7. OTHER PERSONNEL

7.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor.

9. CONSULTATION

8.1 Consultation. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in emergency cases, special circumstances or in cases for which the Contractor or any associates of the Contractor are not qualified or are unable to render services.

9. FEES

9.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications.

10. NON-DISCRIMINATION

10.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

11. REGULATORY REQUIREMENTS

11.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

12. INDEMNIFICATION

12.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND

ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND AT HIS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED TO THE EXTENT SUCH IS REASONABLY AVAILABLE.

12.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

13. TERMINATION OF AGREEMENT

13.1 Term. The initial term of this Agreement shall be twelve (12) months commencing _____ 2010, and shall be renewed for an additional twelve (12) month period under the same fees, rates, terms and conditions, unless otherwise terminated as provided herein.

13.2 Termination without Cause. The County and the Contractor each shall have the right to terminate this Agreement without cause on sixty (60) days written notice to the other.

13.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) Any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (60) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1)

through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(8). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

13.4 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

14. NOTICES

14.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor: _____

If to County: _____

15. LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas.

16. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

17. COMMITMENT OF CURRENT REVENUES

17.1 In the event that, during any term hereof, the governing body of any party does not

appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex.Loc. Govt. Code Ann. § 271.903.

18. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

19. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

20. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

22. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

23. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the _____ day of _____, 2010.

_____, M.D.

_____

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Atlas & Hall, L.L.P.

_____
By:

INSURANCE REQUIREMENTS & OTHER FORMS

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER
P.O. BOX 2018, AUSTIN, TX 78768-2018
PHONE# 512/305-7010

TEXAS MEDICAL BOARD

IDENTIFICATION CARD

LICENSE/PERMIT NUMBER
J9873

EXPIRATION DATE
08-31-2013

NORMA JEAN FARLEY, MD
1511 PRESTON TRAIL
HARLINGEN TX 78552-6213

PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

J9873

EXPIRATION DATE

08-31-2013

NORMA JEAN FARLEY, MD
1511 PRESTON TRAIL
HARLINGEN TX 78552-6213

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/08/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
JOE E JONES INSURANCE AGENCY INC
622 N ED CAREY DR
HARLINGEN TX 78550

CONTACT NAME: Terry Lerma
PHONE (A/C, No, Ext): 956-423-8961 | FAX (A/C, No): 956-423-8255
E-MAIL ADDRESS: teresa.lerma.h6hm@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AUTOPSY SERVICES AND EXPERT TESTIMONY
PLLC DBA VALLEY FORENSICS
1511 PRESTON TRL
HARLINGEN TX 78552-6213

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			90-NB-9353-5 L	01/19/2012	01/19/2013	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TMLT

TEXAS MEDICAL LIABILITY TRUST

August 07, 2012

Policy/ID # 1-124533
Norma J. Farley, MD
1511 Preston Trl.
Harlingen, TX 78552

PROOF OF PROFESSIONAL LIABILITY COVERAGE

Norma J. Farley, MD is insured by the TMLT with professional liability coverage from April 01, 2012 to April 01, 2013 at limits equal to or in excess of $200,000/$600,000.

This document is supplied for information purposes only, and does not confer any rights or obligations other than those described in the policy. The terms of the policy control over the terms of this document.

By furnishing this information, TMLT is not agreeing to provide additional information or to update this information should it change or the policy be terminated.

Tejas Patel

Tejas Patel
Senior Underwriter
Ext. 5886

P.O. Box 160140 • Austin, Texas 78716-0140
901 Mopac Expressway S. • Barton Oaks Plaza V, Suite 500 • Austin, Texas 78746-5942
512-425-5800 • 800-580-8658 • fax: 512-328-5637 • sales@tmlt.org • www.tmlt.org

TEXAS LIABILITY INSURANCE CARD...

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Insurance Company

State Farm Mutual Automobile Insurance Company

Agent or Producer **8227-116**

JOE JONES INS AGENCY INC
PHONE# (956)423-8961

TEXAS OPERATION CENTER PHONE # 1-800-252-7645

Policy Number **R32 9577-E10-53S**
SFPP 0128600525

Insured

FARLEY, PHILLIP TODD & NORMA JEAN
1511 PRESTON TRL
HARLINGEN TX 78552-6213

Renewal Effective Date **MAR 24 2012** to Renewal Expiration Date **NOV 10 2012**

Coverages

VEH 2 A D1-500 D2-500 C
VEH 3 A D1-500 D2-500 C
VEH 4 A D1-500 D2-500 C

Vehicle - Year, Make, Model of Covered Vehicle, VIN

2 2006 CHEVROLET K1500
2GCEK13T761215609
3 2002 MITSUBISHI MONTERO
JA4MW51R12J026639
4 2004 LEXUS LS 430
JTHBN36F340151264

Drivers: **NORMA KATHERINE** **PHILLIP KELSEY**

(o1b031me)

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

MUTL VOL

AI-33640 **10. F.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Request for Payment-Application No. 6 in the amount of $382,994.40 from D. Wilson Construction Co. awarded contractor for the, "Construction of the Sheriff's Office Substation in the Pct 1 Area", and as certified for payment by project architect, Gignac & Associates-C-11-032-01-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-13XX-423-00-280-036-0-7XX

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

BUDGETARY IMPACT:

PO# 670920 available balance as of 8-17-12 $1,638,979.85.00 for D. Wilson Construction Co.

Available by Object Code:

2-1336-423-00-280-036-0-720 $1,425,324.00
2-1342-423-00-280-036-0-739 $ 213,655.85

Attachments

Payment App#16

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/17/2012 09:27 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:47 AM
Roland Garcia	Merlen P. Munoz	08/17/2012 11:28 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Rocio Villarreal Started On: 08/08/2012 03:48 PM

Final Approval Date: 08/17/2012

APPLICATION AND CERTIFICATE FOR PAYMENT Wilson Project # 12-523

TO OWNER: Hidalgo County Sheriff's Department
Attn.: Juan Tapia, Procurement Specialist
711 El Cibolo Road
Edinburg TX 78540

PROJECT: New Sherrif's substation

APPLICATION NO.: Six
PERIOD TO: 7/31/2012
Contract No:
Job Order No.:
CONTRACT DATE: 1/24/2012

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

VIA: Gignac & Associates
Attn: Juan Mujica, PM
222 East Van Buren, Suite 102
Harlingen, TX 78550

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$ 3,390,000.00
2. Net Change by Change Orders		—
3. CONTRACT SUM TO DATE (Line 1 + 2)		3,390,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on)		2,152,858.00
5. RETAINAGE:		
a. 5% of Completed Work (Columns D + E on Continuation Sheet)	$ 107,378.65	
b. 5% of Stored Material (Column F on Continuation Sheet)	264.25	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		107,642.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		2,045,215.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		1,662,220.70
8. CURRENT PAYMENT DUE		$ 382,994.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 1,344,784.90	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ —	$ —
Total approved this Month	—	—
TOTALS	—	—
NET CHANGES by Change Order		$ —

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: _____ Date: August 1, 2012

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 1st day of August, 2012

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public Norma Irene Espinoza
My Commission expires 06/08/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 382,994.40

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: 8-6-12

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

12-523 Six Total Billed this period 664,866.00
Retainage this period (33,243.30)
Net billing this period 631,622.70

P.O. #: 670920
Invoice Received By:
on: 8-7-12
Good/Services Received By:
on: 7-31-12

Jaime Chevarria
8/8/12

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

Application No.: Six

Application Date: 7/31/2012

Period From: 7/1/2012

To: 7/31/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	720 Building								
01-010	General Conditions	164,700.00	82,700.00	21,000	—	103,700.00	63%	61,000.00	5,185.00
01-011	Mobilization	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
01-870	Bond	37,300.00	37,300.00	—	—	37,300.00	100%	—	1,865.00
01-871	Builder's Risk Policy	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
01-874	Liability insurance	18,050.00	18,050.00	—	—	18,050.00	100%	—	902.50
02-000	**Site Work**								
02-101	Site clearing & stripping	16,326.00	16,326.00	—	—	16,326.00	100%	—	816.30
02-102	Excavation & backfill, labor	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
02-103	Excavation & backfill, material	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
02-104	Embankment, labor	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
02-105	Embankment, material	674.00	674.00	—	—	674.00	100%	—	33.70
02-106	Select material, material	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
02-107	Earthwork, labor	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
02-280	Termite Control	1,426.00	1,426.00	—	—	1,426.00	100%	—	71.30
02-530	Splashblocks	775.00	—	—	—	—		775.00	
	Concrete								
03-070	Concrete Material	64,598.00	53,064.00	—	—	53,064.00	82%	11,534.00	2,653.20
03-100	Concrete Labor	42,350.00	34,840.00	—	—	34,840.00	82%	7,510.00	1,742.00
03-100	Concrete Labor, form work	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
03-110	Concrete Pump	5,776.00	5,776.00	—	—	5,776.00	100%	—	288.80
03-200	Rebar	66,000.00	66,000.00	—	—	66,000.00	100%	—	3,300.00
03-250	Concrete Accessories (Building slab)	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
	Masonry								
04-101	Masonry, mobilization	7,488.00	7,488.00	—	—	7,488.00	100%	—	374.40
04-102	Masonry, CMU, labor	51,622.00	50,637.00	985	—	51,622.00	100%	—	2,581.10
04-103	Masonry, CMU, material	65,239.00	65,239.00	—	—	65,239.00	100%	—	3,261.95
04-104	Exterior veneer, labor	16,044.00	8,500.00	—	—	8,500.00	53%	7,544.00	425.00
04-105	Exterior veneer, material	17,437.00	17,437.00	—	—	17,437.00	100%	—	871.85
04-106	Sculpt stone Capstone Custom Medallion	12,450.00	—	3,735	—	3,735.00	30%	8,715.00	186.75
04-107	Plaster	3,640.00	—	—	—	—		3,640.00	
04-108	Damproofing & ridgid board insulation, labor	7,469.00	7,469.00	—	—	7,469.00	100%	—	373.45
04-109	Damproofing & ridgid board insulation, materia	13,119.00	13,119.00	—	—	13,119.00	100%	—	655.95

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

Application No.: Six
Application Date: 7/31/2012
Period From: 7/1/2012
To: 7/31/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	720 Building								
	Roofing								
07-501	Modified Bitumen Membrane Roofing, labor	57,211.00	5,700.00	35,000	—	40,700.00	71%	16,511.00	2,035.00
07-502	Modified Bitumen Membrane Roofing, mat.	142,418.00	—	105,126	—	105,126.00	74%	37,292.00	5,256.30
07-503	Sheet metal installation	2,724.00	—	1,375	—	1,375.00	50%	1,349.00	68.75
07-504	Sheet metal shop fabrication	5,647.00	—	4,000	—	4,000.00	71%	1,647.00	200.00
07-720	Security Series Roof Hatch	2,800.00	—	—	—	—		2,800.00	
	Doors and Windows								
08-100	Hollow Metal Frames	6,500.00	6,500.00	—	—	6,500.00	100%	—	325.00
08-100	Hollow Metal Doors	5,500.00	—	2,645	—	2,645.00	48%	2,855.00	132.25
08-101	Frame/Door/Hdware Labor	6,520.00	1,650.00	—	—	1,650.00	25%	4,870.00	82.50
08-200	Flush Wood Doors	11,000.00	—	—	—	—		11,000.00	
08-700	Finish Hardware	25,000.00	—	21,108	—	21,108.00	84%	3,892.00	1,055.40
	Detention doors								
08-322	Submittals,Product data, SubmittalDrawings, Engineering/Programming	11,842.00	11,842.00	—	—	11,842.00	100%	—	592.10
08-323	Detention Doors	4,682.00	—	—	—	—		4,682.00	
08-324	Detention Door Frames	7,444.00	1,209.00	6,235	—	7,444.00	100%	—	372.20
08-325	Detention Window Frames	4,554.00	—	4,554	—	4,554.00	100%	—	227.70
08-326	Detention door hardware	20,692.00	—	—	—	—		20,692.00	
08-327	Detention glazing	11,563.00	—	—	—	—		11,563.00	
08-328	Security ceiling system	15,276.00	—	—	—	—		15,276.00	
08-329	Detention toilet accessories	2,362.00	—	—	—	—		2,362.00	
08-330	Detention grating sliding door system	2,176.00	484.00	—	—	484.00	22%	1,692.00	24.20
08-331	Labor to install	19,409.00	—	—	—	—		19,409.00	
	Overhead doors								
08-360	Overhead Coiling Doors, labor	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
08-361	Overhead Coiling Doors, material	9,500.00	9,500.00	—	—	9,500.00	100%	—	475.00
08-625	Solatubes	2,882.00	—	2,882	—	2,882.00	100%	—	144.10
	Glass & glazing								
08-800	Aluminum Framed Storefronts, labor	12,190.00	—	—	—	—		12,190.00	
08-800	Aluminum Framed Storefronts, materials	35,462.00	—	—	—	—		35,462.00	
08-800	Glass & glazing, labor	9,974.00	—	—	—	—		9,974.00	
08-800	Glass & glazing, materials	31,029.00	—	—	—	—		31,029.00	
08-800	Bullet resistant barriers, labor	28,000.00	—	—	—	—		28,000.00	

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

Application No.: Six
Application Date: 7/31/2012
Period From: 7/1/2012
To: 7/31/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
	Painting								
09-900	Painting, material	21,550.00	—	2,500	—	2,500.00	12%	19,050.00	125.00
09-900	Painting, labor	13,450.00	—	1,700	—	1,700.00	13%	11,750.00	85.00
10-000	**Specialties**								
10-100	Visual Display Boards	2,000.00	—	—	—	—		2,000.00	
10-101	Visual Display Boards, Labor	275.00	—	—	—	—		275.00	
10-200	Horizontal Louvers	3,820.00	—	—	—	—		3,820.00	
10-431	Defibrillator	1,785.00	—	—	—	—		1,785.00	
10-437	Signage	4,144.00	—	—	—	—		4,144.00	
10-438	Signage Labor	1,050.00	—	—	—	—		1,050.00	
10-500	Metal Lockers, labor	2,500.00	—	—	—	—		2,500.00	
10-500	Metal Lockers, material	10,000.00	—	—	—	—		10,000.00	
10-520	Fire extinguishers	679.00	—	—	—	—		679.00	
10-520	Fire extinguishers, labor	250.00	—	—	—	—		250.00	
10-600	Toilet Compartments	2,700.00	—	—	—	—		2,700.00	
10-600	Toilet Compartments Labor	470.00	—	—	—	—		470.00	
10-800	Toilet and Bath Accessories	2,400.00	—	—	2,400	2,400.00	100%	—	120.00
10-800	Toilet and Bath Accessories Labor	1,350.00	—	—	—	—		1,350.00	
10-812	Detention Toilet Accessories	1,315.00	—	—	880	880.00	67%	435.00	44.00
10-812	Detention Toilet Accessories Labor	450.00	—	—	—	—		450.00	
15-000	**MEP**								
	Plumbing								
15-101	Plumbing Mobilization	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
15-102	Plumbing Fixtures & Equipment, Material	36,000.00	—	—	—	—		36,000.00	
15-103	Plumbing Fixtures & Equipment, Labor	15,000.00	—	—	—	—		15,000.00	
15-104	Plumbing Drains And Carriers, Material	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
15-105	Plumbing Drains And Carriers, Labor	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
15-106	Plumbing Sanitary Underground, Material	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
15-107	Plumbing Sanitary Underground, Labor	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
15-108	Plumbing Sanitary Top Out, Material	1,750.00	1,750.00	—	—	1,750.00	100%	—	87.50
15-109	Plumbing Sanitary Top Out, Labor	750.00	750.00	—	—	750.00	100%	—	37.50

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

Application No.: Six
Application Date: 7/31/2012
Period From: 7/1/2012
To: 7/31/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
15-523	**Refrigerant piping**		—	—	—	—		—	
15-524	Refrigerant Material	1,575.00	—	—	—	—		1,575.00	
15-525	Refrigerant - Labor	1,450.00	—	—	—	—		1,450.00	
15-526	Condensate Materials	1,850.00	—	—	—	—		1,850.00	
15-527	Condensate - Labor	1,550.00	—	—	—	—		1,550.00	
15-528	Insulation Material	950.00	—	—	—	—		950.00	
15-529	Insulation - Labor	850.00	—	—	—	—		850.00	
15-530	**Air Conditioning Equipment:**		—	—	—	—		—	
15-531	Roof Tops and Ductless Splits (Johnson Cont	57,750.00	—	—	—	—		57,750.00	
15-532	Roof Tops and Ductless Splits - Labor	3,000.00	—	—	—	—		3,000.00	
15-533	**Controls:**		—	—	—	—		—	
15-534	Controls Subcontractor - (Automatic Logic)Su	35,000.00	5,435.00	10,507	—	15,942.00	46%	19,058.00	797.10
15-535	Commissing and Testing:		—	—	—	—		—	
15-536	Test and Balance Subcontractor (P.H.I.)	6,500.00	—	—	—	—		6,500.00	
16-000	**Electrical**								
16-101	Gear, Material	32,000.00	32,000.00	—	—	32,000.00	100%	—	1,600.00
16-102	Gear, Labor	10,000.00	1,700.00	3,750	—	5,450.00	55%	4,550.00	272.50
16-103	Lighitng, Material	162,000.00	11,000.00	151,000	—	162,000.00	100%	—	8,100.00
16-104	Lighitng, Labor	10,000.00	—	—	—	—		10,000.00	
16-105	Underground, Material	28,000.00	22,875.00	5,125	—	28,000.00	100%	—	1,400.00
16-106	Underground, Labor	9,100.00	7,905.00	1,195	—	9,100.00	100%	—	455.00
16-107	Rough-In, Material	57,970.00	45,882.00	—	—	45,882.00	79%	12,088.00	2,294.10
16-108	Rough-In, Labor	39,500.00	23,725.00	6,000	—	29,725.00	75%	9,775.00	1,486.25
16-109	Wire, Material	49,600.00	—	30,000	—	30,000.00	60%	19,600.00	1,500.00
16-110	Wire, Labor	11,400.00	—	6,840	—	6,840.00	60%	4,560.00	342.00
16-111	Finish-Out, Material	9,600.00	—	—	—	—		9,600.00	
16-112	Finish-Out, Labor	6,600.00	—	—	—	—		6,600.00	
16-113	Special Systems,	23,560.00	1,890.00	—	—	1,890.00	8%	21,670.00	94.50
16-114	Generator,	76,670.00	—	76,670	—	76,670.00	100%	—	3,833.50
	Allowances								
BF-001	Betterment Allowance	60,000.00	25,277.00	—	—	25,277.00	42%	34,723.00	1,263.85
BF-002	2 ton structural steel allowance	8,000.00	—	—	—	—		8,000.00	
BF-003	3 ton reinforcing steel allowance	5,500.00	—	—	—	—		5,500.00	

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

Application No.: Six
Application Date: 7/31/2012
Period From: 7/1/2012
To: 7/31/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	720 Building								
	739 Parking Lot								
01-010	General Conditions	3,500.00	2,100.00	200	—	2,300.00	66%	1,200.00	115.00
02-001	File NOI	750.00	750.00	—	—	750.00	100%	—	37.50
02-002	SWPP - Inspections	2,300.00	1,150.00	750	—	1,900.00	83%	400.00	95.00
02-006	SWPP - Silt fence w/ Const. Entrance	5,800.00	5,800.00	—	—	5,800.00	100%	—	290.00
	Site Work								
02-101	Traffic control, labor	672.00	672.00	—	—	672.00	100%	—	33.60
02-102	Traffic control, material	2,015.00	2,015.00	—	—	2,015.00	100%	—	100.75
02-103	Hydrostatic testing, labor	672.00	—	672	—	672.00	100%	—	33.60
02-104	Hydrostatic testing, material	1,343.00	—	1,343	—	1,343.00	100%	—	67.15
02-105	Ductile iron, labor	2,687.00	2,687.00	—	—	2,687.00	100%	—	134.35
02-106	Ductile iron, material	4,030.00	4,030.00	—	—	4,030.00	100%	—	201.50
02-107	PVC Pressure pipe, labor	9,404.00	9,404.00	—	—	9,404.00	100%	—	470.20
02-108	PVC Pressure pipe, material	8,060.00	8,060.00	—	—	8,060.00	100%	—	403.00
02-109	Street parking lot excavation, labor	18,807.00	18,807.00	—	—	18,807.00	100%	—	940.35
02-110	Sand bedding / backfill, labor	5,373.00	5,373.00	—	—	5,373.00	100%	—	268.65
02-111	Sand bedding / backfill, material	2,687.00	2,687.00	—	—	2,687.00	100%	—	134.35
02-112	Trench safety, labor	8,060.00	8,060.00	—	—	8,060.00	100%	—	403.00
02-113	Trench safety, material	4,030.00	4,030.00	—	—	4,030.00	100%	—	201.50
02-114	Site grading, labor	16,866.00	16,866.00	—	—	16,866.00	100%	—	843.30
02-115	Lime stabilization, labor	10,747.00	10,747.00	—	—	10,747.00	100%	—	537.35
02-116	Lime stabilization, material	40,301.00	40,301.00	—	—	40,301.00	100%	—	2,015.05
02-117	Flexible base, caliche, material	10,747.00	10,747.00	—	—	10,747.00	100%	—	537.35
02-118	Utility backfill , material	8,060.00	8,060.00	—	—	8,060.00	100%	—	403.00
02-119	Water pipe with bore, labor	9,404.00	9,404.00	—	—	9,404.00	100%	—	470.20
02-120	Water pipe with bore, material	4,030.00	4,030.00	—	—	4,030.00	100%	—	201.50
02-121	Water service lines, labor	10,747.00	10,747.00	—	—	10,747.00	100%	—	537.35
02-122	Tapping sleeves / tapping valves, labor	4,030.00	4,030.00	—	—	4,030.00	100%	—	201.50
02-123	Tapping sleeves / tapping valves, material	6,717.00	6,717.00	—	—	6,717.00	100%	—	335.85

Sherriff's Office Substation

Job # 12-523

Retainage: 5%

Application No.: Six
Application Date: 7/31/2012
Period From: 7/1/2012
To: 7/31/2012

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	720 Building								
13-208	Equipment & Materials Freight	1,404.20	—	—	—	—		1,404.20	
13-209	Electrical Service Termination	2,112.00	—	—	—	—		2,112.00	
13-210	Equipment Start-up & Training	3,300.00	—	—	—	—		3,300.00	
13-211	Fuel Storage Tank & Piping Installation	14,363.32	—	—	—	—		14,363.32	
	739 Parking Lot	**544,472.00**	**329,502.00**	**32,589.00**	**—**	**362,091.00**	**67%**	**182,381.00**	**18,104.55**
	Contract sum	**3,390,000.00**	**1,487,992.00**	**659,581.00**	**5,285.00**	**2,152,858.00**	**64%**	**1,237,142.00**	**#########**

STORED MATERIAL INVOICES

Crossroads Specialties, L.L.C.

P. O. Box 5008
Victoria, TX 77903-5008

A Woman Owned Business
HUB Certified

FAXED

Invoice

Date	Invoice #
7/7/2012	6109

Bill To	Job
D Wilson Construction Co P O Box 3455 Mc Allen TX 78502-3455	Crossroads c/o D. Wilson Hidalgo Co Sheriff's Substation 3003 E. Mile 11 N. Weslaco TX 78596

Customer Contact
Ernest

Customer Phone	Customer Fax	P.O. Number	Terms	Due Date	Rep
956-686-9573	956-686-3270	12-523-003	Net 30	8/6/2012	LD

Description	Amount
A & J Toilet Accessories	3,280.00
Sales Tax	0.00

RECEIVED
JUL 10 2012
BY:

Paid

10 800 | 10 812

Serving our Customers for 12 years!

Total **$3,280.00**

PLEASE NOTE PHYSICAL ADDRESS:
All invoices are due and payable to: Crossroads Specialties, L.L.C., 5103 Lingo Lane, Victoria TX 77904

Phone #	Fax #	E-mail
361-575-4142	361-579-9197	crspecialties@sbcglobal.net

ABC Associated Builders and Contractors, Inc.
Texas Mid Coast Chapter

Hidalgo Co Sheriff's Substation Stored Materials
08/2012

Mechanical Reps Inc.
4710 Perrin Creek, Suite #300
San Antonio, Texas 78217
P: 210.650.9005 F: 210.590.1645

INVOICE

INVOICE NO. : 3134534-IN
INVOICE DATE : 06/19/2012
YOUR ORDER NO. : 16665 Hidalgo
MRI ORDER NO. : 1067148
MRI ORDER DATE : 02/02/2012
SALESPERSON : 0099
SHIP VIA :
FOB/Pro# :

SOLD TO: 30-SOU7900
Southern Mechanical A/C
1820 E. Sugarcane Road
Accounts Payable
Weslaco, TX 78596

SHIP TO:
Southern Mechanical
1820 E. Sugarcane Road
Weslaco, TX 78596

JOB NAME : Hidalgo Cty. Sheriff's Sub.
COMMENT :

FAX:
(956) 447-8596

[illegible]	[illegible]	[illegible]
06/15/2012	1% 10 Days / Net 30 Days Please Pay By Invoice	07/19/2012

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK	AMOUNT
PR00 Price Product Lot	EA	0.00	0.00	0.00	1,000.00
PRDI Price (40) Air Devices	EA	1.00	1.00	0.00	0.00
PRZZ Price Industries Freight	EA	1.00	1.00	0.00	0.00

FAXED

6/19

ENTERED

15519

REMIT TO:
Mechanical Reps, Inc.
P.O.Box 41869
Austin, TX 78704-0032

Net Invoice:	1,000.00
Sales Tax:	0.00
Invoice Total:	1,000.00

CHECK

Mechanical Reps Inc.
4710 Perrin Creek, Suite #300
San Antonio, Texas 78217
P: 210.650.9005 F: 210.590.1645

INVOICE

INVOICE NO. : 3134336-IN
INVOICE DATE : 06/15/2012
YOUR ORDER NO. : 16665 Hidalgo
MRI ORDER NO. : 1067148
MRI ORDER DATE : 02/02/2012
SALESPERSON : 0099
SHIP VIA :
FOB/Pro# :

SOLD TO: 30-SOU7900
Southern Mechanical A/C
1820 E. Sugarcane Road
Accounts Payable
Weslaco, TX 78596

SHIP TO:
Southern Mechanical
1820 E. Sugarcane Road
Weslaco, TX 78596

JOB NAME : Hidalgo Cty. Sheriff's Sub.
COMMENT :

FAX:
(956) 447-8596

06/13/2012	1% 10 Days / Net 30 Days Please Pay By Invoice	07/15/2012

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK	AMOUNT
GR00 Greenheck Product Lot	EA	0.00	0.00	0.00	1,200.00
GRLO Greenheck (4) Louvers	EA	1.00	1.00	0.00	0.00

RECEIVED

FAXED 6/15

15519

REMIT TO:
Mechanical Reps, Inc.
P.O.Box 41869
Austin, TX 78704-0032

Net Invoice:	1,200.00
Sales Tax:	0.00
Invoice Total:	1,200.00

CHECK

06/15/12
2:13:55PM

STORED MATERIALS CERTIFICATION

Stored Materials

I, **(Timothy J. Mickunas)**, Treasurer of **D. Wilson Construction Company**, as of **(July 31, 2012)**, inform the County of Hidalgo that the "MATERIALS STORED" listed on Payment Application **#6** are at the following location:

For security purposes, materials are currently stored at the warehouses of Southern Mechanical and Crossroads Specialties.

Timothy J. Mickunas
Printed Name

Signature:

8/1/12
Date:

CERTIFICATE OF SATISFACTION OF BILLS

CERTIFICATE OF SATISFACTION OF BILLS

THE STATE OF TEXAS δ
δ
COUNTY OF HIDALGO δ

The undersigned executive officer, general partner or proprietor of
D. WILSON CONSTRUCTION COMPANY, P.O. Box 3455, McAllen, TX 78502

Contractor to the HIDALGO COUNTY SHERIFFS DEPARMENT SUB-STATION PROJECT for the following-described Work of construction, alteration or repair:

upon his oath does state:

All bills and claims for labor, material, equipment and otherwise for the above Work have been paid or otherwise satisfied, except as follows: NONE

The undersigned makes this statement with the intent that it be believed and that, in reliance hereon, COUNTY OF HIDALGO will make PROGRESS payment TO THE General contractor for the above Work.

TIMOTHY J. MICKUNAS, Secretary/Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, this

1st day of August , 20 12 .

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Notary Public in and
for HIDALGO County, Texas

CERTIFIED STATEMENT

Certified Statement

I, **(Timothy J. Mickunas)**, Treasurer of **D. Wilson Construction Company**, as of **(July 31, 2012)**, state and affirm the following in reference to the Hidalgo County Sheriff's Substation project:

"There are no known mechanics', materialman's or laborer' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional."

Timothy J. Mickunas
Printed Name

Signature:

8/1/12
Date:

State of Texas
County of Hidalgo

This statement was acknowledged before me on the above named individual on 8/1/12.

(Notary Seal)

Notary Signature:

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

SUBCONTRACTORS/SUPPLIERS RELEASE OF LIENS

Subcontractor or Supplier Partial Release of Lien

July 9, 2012

AD8 South Texas, LLC contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***6,371.80, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Six thousand three hundred seventy-one dollars and 80 cents ($6,371.80) from D. Wilson Construction Company in payment of allHllwMtlDrsFrmsWdDrs&Finish Har by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

AD8 South Texas, LLC

By _____

Title VP

The State of Texas, County of Bexar Before me, the undersigned authority, on this day personally appeared Harry Mathis, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 10 day of July, 2012.

_____
Notary Public

GUADALUPE VELOZ
Notary Public, State of Texas
My Commission Expires
November 03, 2015

Subcontractor or Supplier Partial Release of Lien

July 9, 2012

Cantu's Plumbing, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***5,400.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Five thousand four hundred dollars and no cents ($5,400.00) from D. Wilson Construction Company in payment of all Plumbing by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

Cantu's Plumbing, Inc.

By _____

Title _____

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Jesus Cantu, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 13th day of July, 2012.

_____
Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

My commission expires: 7-13-12

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***7,932.11, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Seven thousand nine hundred thirty-two dollars and 11 cents ($7,932.11) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By Daniel Rayna

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Rayna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/06/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $**15,406.96, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Fifteen thousand four hundred six dollars and 96 cents ($15,406.96) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD.Paving Utilities, Inc.

By Daniel Reyna

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

My commission expires: 06-08-15

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***6,046.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Six thousand forty-six dollars and no cents
($6,046.00) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By Daniel Reyna

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***2,720.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Two thousand seven hundred twenty dollars and no cents ($2,720.00) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By _____

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

_____
Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***2,500.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Two thousand five hundred dollars and no cents ($2,500.00) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By David Reyna

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
5/28/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $*****706.20, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Seven hundred six dollars and 20 cents ($706.20) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By David Reyna

Title Asst Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***1,360.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

One thousand three hundred sixty dollars and no cents ($1,360.00) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By David Reyna

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared David Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
5/08/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***5,191.62, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Five thousand one hundred ninety-one dollars and 62 cents ($5,191.62) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By David Reyna

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***8,197.09, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Eight thousand one hundred ninety-seven dollars and 09 cents ($8,197.09) from D. Wilson Construction Company in payment of all Sitework Contractor . by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By Daniel Reyna

Title Area Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***3,810.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Three thousand eight hundred ten dollars and no cents ($3,810.00) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By Daniel Reyna

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $**14,968.57, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Fourteen thousand nine hundred sixty-eight dollars and 57 cents ($14,968.57) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By Daniel Reyna

Title General manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $*****315.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Three hundred fifteen dollars and no cents ($315.00) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By Daniel Reyna

Title Forman Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $*****350.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Three hundred fifty dollars and no cents
($350.00) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By David Reyna

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Daniel Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 11, 2012

DD Paving Utilities, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***1,299.01, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

One thousand two hundred ninety-nine dollars and 01 cent ($1,299.01) from D. Wilson Construction Company in payment of all Sitework Contractor by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

DD Paving Utilities, Inc.

By David Reyna

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared David Reyna, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11 day of July, 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 9, 2012

FireCheck of Texas, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sheriff's Office Substation upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideration of payment of $***6,106.65, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Six thousand one hundred six dollars and 65 cents $6,106.65 from D. Wilson Construction Company in payment of the Fire Sprinkler System by the undersigned as labor furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanic's liens against said premises for labor, skill or material furnished.

FireCheck of Texas, Inc.

By: _____

Title: President

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Tad Wychopen President., known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 10th day of July, 12

_____
Notary Public

ISABEL CRISTINA FLORES
Notary Public, State of Texas
My Commission Expires
April 22, 2014

Subcontractor or Supplier Partial Release of Lien

July 10, 2012

L&H Masonry contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***9,612.50, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Nine thousand six hundred twelve dollars and 50 cents ($9,612.50) from D. Wilson Construction Company in payment of all Masonry & Dampproofing by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

L&H Masonry

By _____

Title PRESIDENT

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Elias Vasquez, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11th day of July, 2012.

_____
Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
5/08/15

My commission expires: _____

Subcontractor or Supplier Partial Release of Lien

July 10, 2012

L&H Masonry contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $**54,245.77, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Fifty-four thousand two hundred forty-five dollars and 77 cents ($54,245.77) from D. Wilson Construction Company in payment of all Masonry & Dampproofing by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

L&H Masonry

By _____

Title PRESIDENT

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Elias Vasquez, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 11th day of July, 2012.

_____
Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 2, 2012

NM Contracting contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $**10,525.66, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Ten thousand five hundred twenty-five dollars and 66 cents ($10,525.66) from D. Wilson Construction Company in payment of allMtlStuds&Drywl&RoughCarpentryL by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

NM Contracting

By _____

Title President

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Noel Muñoz, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 5th day of July, 2012.

_____
Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

My commission expires: 07-8-15

Subcontractor or Supplier Partial Release of Lien

July 9, 2012

Rio Grande Steel, Ltd. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $**25,755.09, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledgee receiving payment of:

Twenty-five thousand seven hundred fifty-five dollars and 09 cents ($25,755.09) from D. Wilson Construction Company in payment of all Reinforcing Steel by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

R/G Grande Steel, Ltd.

By MMatt

Title Trainer

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Mirna M. Guajardo, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 10th day of July, 2012.

Notary Public

ADOLFO A. LONGORIA
Notary Public, State of Texas
My Commission Expires
February 25, 2014

Subcontractor or Supplier Partial Release of Lien

July 9, 2012

Soil Tech, Inc. contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $*****300.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Three hundred dollars and no cents
($300.00) from D. Wilson Construction Company in payment of all Storm Water Pollution by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

Soil Tech, Inc.

By _____

Title President

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Cathy Diemert, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 10th day of July, 2012.

Notary Public

MARIA ISABEL GONZALEZ
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
01-10-2013

Subcontractor or Supplier Partial Release of Lien

July 10, 2012

Southern Mechanical Systems contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***4,891.05, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Four thousand eight hundred ninety-one dollars and 05 cents ($4,891.05) from D. Wilson Construction Company in payment of all HVAC by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

Southern Mechanical Systems

By Lola Alanis

Title Owner

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Lola Alanis, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 17th day of July, 2012.

Otilia Alanis
Notary Public

OTILIA ALANIS
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-17-2013

Subcontractor or Supplier Partial Release of Lien

July 10, 2012

Southern Mechanical Systems contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***2,305.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Two thousand three hundred five dollars and no cents ($2,305.00) from D. Wilson Construction Company in payment of all HVAC by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

Southern Mechanical Systems

By Lola Alanis

Title Owner

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Lola Alanis, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 17th day of July, 2012.

Otilia Alanis

Notary Public

My commission expires: 6/17/2013

OTILIA ALANIS
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-17-2013

Subcontractor or Supplier Partial Release of Lien

July 10, 2012

Southern Mechanical Systems contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $*****598.70, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Five hundred ninety-eight dollars and 70 cents ($598.70) from D. Wilson Construction Company in payment of all HVAC by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

Southern Mechanical Systems

By Sola Alanis

Title Owner

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Sola Alanis, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 17th day of July, 2012.

Notary Public

OTILIA ALANIS
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-17-2013

Subcontractor or Supplier Partial Release of Lien

July 9, 2012

Southern Steel Fabricators contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $**17,367.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Seventeen thousand three hundred sixty-seven dollars and no cents ($17,367.00) from D. Wilson Construction Company in payment of all Structural Steel by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

Southern Steel Fabricators

By Richardo Flores

Title General Manager

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Richardo Flores, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 10th day of July, 2015.

Notary Public

SYLVIA G. CORONA
MY COMMISSION EXPIRES
May 4, 2015

Subcontractor or Supplier Partial Release of Lien

July 18, 2012

Zitro Electric contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $***1,800.00, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

One thousand eight hundred dollars and no cents ($1,800.00) from D. Wilson Construction Company in payment of all Electrical by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

Zitro Electric

By _____

Title President

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Jon Ortiz, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 18 day of July, 2012.

_____
Notary Public

My commission expires: 06 08 15

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 18, 2012

Zitro Electric contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $**30,046.64, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Thirty thousand forty-six dollars and 64 cents ($30,046.64) from D. Wilson Construction Company in payment of all Electrical by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

Zitro Electric

By _____

Title President

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Juan Ortiz, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 18 day of July, 2012.

_____
Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 18, 2012

Zitro Electric contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation , upon property belonging to Hidalgo County Purchasing Dept, Owner.

In consideraton of payment of $**23,158.36, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Twenty-three thousand one hundred fifty-eight dollars and 36 cents ($23,158.36) from D. Wilson Construction Company in payment of all Electrical by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

Zitro Electric

By _____

Title President

The State of Texas, County of Hidalgo Before me, the undersigned authority, on this day personally appeared Juan Ortiz, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 18 day of July, 2012.

_____
Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

July 9, 2012

Sweeper Metal Fabricators Corp contracted to furnish materials and/or labor and perform all work described in said subcontract/purchase order for the construction of Sherriff's Office Substation, upon property belonging to Hidalgo County Purchasing Dept. Owner.

In consideraton of payment of $***2,200.45, I do hereby declare the above described real estate released and discharged from liens created by reason of construction of the above described work, to the extent of construction so far completed; and, by these presents, I do fully release, discharge and quit-claim unto the said owner, his heirs or assigns, all the right, title, interest and estate in and to the property above described; the release includes all labor and materials for which a lien could be filed, to the extent described.

The undersigned acknowledges receiving payment of:

Two thousand two hundred dollars and 45 cents
($2,200.45) from D. Wilson Construction Company in payment of all Detention Doors&Frames by the undersigned delivered or furnished to date, and for value received hereby, waives all rights which may have been acquired by the undersigned to file mechanics'liens against said premises for labor, skill or material furnished.

Sweeper Metal Fabricators Corp

By Tracy Caulfield

Title AR

The State of OK County of CREEK Before me, the undersigned authority, on this day personally appeared TRACY CAULFIELD, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Given my hand and seal of office this 10 day of JULY, 2012.

Mary A Kirby
Notary Public

My commission expires: 6-16-16

MARY A. KIRBY NOTARY PUBLIC # 08008214 EXP. 06/16/16 STATE OF OKLAHOMA

AI-33605 **10. G.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Auditors Office:
Acceptance of Price Quote with recommendation to purchase 2-year Nu Ax Standard Device Connect Renewal (support and maintenance services) with Notable Solutions, Inc. for the Auditor's department through Requisition 220247 in the total amount of $328.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-21-170-001-0-336

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

BUDGETARY IMPACT:

Funds available as of 8/10/12 in the amount of $328.00 as of 8/10/12 for Notable Solutions, Inc.

Attachments

Notable Solutions

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:40 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:55 PM
Erika Zamora	Erika Zamora	08/10/2012 04:02 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Tanya Delira Started On: 08/07/2012 10:35 AM

Final Approval Date: 08/17/2012

Requisition

HIDALGO COUNTY AUDITOR'S OFFICE

Req # 00220247
PO #
Date: 07/30/12

Bill To: x
x

Vendor : 301795
NOTABLE SOLUTIONS, INC.
9715 KEY WEST AVENUE, SUITE 200
ROCKVILLE MD 20850
FAX (240)453-0072

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		APPROVED BY CCT ON		
		DO NOT DUPLICATE ORDER		
2.00	YEAR	NU AX STANDARD DEVICE CONNECT RENEWAL (NUAX01A01R); MAINTENANCE RENEWAL FROM AUGUST 20, 2012 THRU AUGUST 13, 2012.	164.00	328.00
		Account No	Encumbrance	
		2-1100-415-21-170-001-0-336	328.00	
			Freight	.00
		PLEASE REFER TO PO#	Total	328.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

PRICE QUOTE

Capture, Process. Route

Notable Solutions Inc.
9715 Key West Ave
Suite 200
Rockville, MD 20850
240-683-8400
240-683-8420

Date: 24 February 2012
Customer: Hidalgo County Auditor's Office
Sales Rep: Tunche, Ingrid
Quote ID: QUO-15099-N1KFB5

Customer address:
100 E. Cano 3rd Floor Edinburg, Texas(TX) 78539 United States

Rev	Effective From	Effective To	Payment Terms	Contact Information
3	20-Aug-12	20-Aug-13		**Name:** _____

QTY	PRODUCT	UNIT	UNIT PRICE	AMOUNT
2.00	NU AX Standard Device CoNNect Renewal (NUAX01A01R)	1 - Year	164.00	**$ 328.00**

Subtotal:	**$ 328.00**
Freight:	
Tax:	**$ 0.00**
TOTAL:	**$ 328.00**

Please Note:

Please sign, return and issue a purchase order referencing this Quote if you are in agreement with the terms stated herein.

Signature Date Title

NSI Software Maintenance Agreement

Agreement made and entered into, by and between Notable Solutions, Inc., of 9715 Key West Ave, Suite 200, Rockville, Maryland herein referred to as "NSi", and , in the state of, herein referred to as "You".

NSi hereby agree to adhere and deliver to You, the following:

1. TERMS AND DEFINITIONS

A. **Maintained Software** means the registered copy of the NSi software Product licensed to You and designated by You on the Maintenance Registration Form. If the +-licensee of the Maintained Software is a corporation or other entity, the "You" as used in this Agreement refers to that corporation or entity.

B. **Support Contact** means the person authorized by You and designated on the Maintenance Registration Form to communicate with NSi to request and receive the Maintenance Services. The Support Contact may be You, Your employee, or an agent or consultant of Your company or organization who provides services directly to You as the Licensee of the Maintained Software. The Support Contact should be knowledgeable about how the Maintained Software is being used and about the computer/operating system on which Maintained Software is executed.

C. **Discrepancy** means a defect in the distribution media or material difference between the operation of the Maintained Software and the description of the operation of the Maintained Software as provided in current end-user documentation provided for the Maintained Software by NSi.

D. **Correction** means replacement distribution media or corrective code or documentation which rectifies a Discrepancy as described above. NSi may, at its discretion, modify the end-user documentation to (i) remove inaccuracies in the documentation, or (ii) describes changes, modifications or improvements made to the Maintained Software. 'Correction' includes, but is not limited to, workarounds, support releases, update disks, immediate correction disks, component replacements and patches.

E. **Priority Levels** - While on 30 Day free or extended support period, the Support Contact can report a Discrepancy to NSi Support team. The priority definitions are as defined below:

- **'Priority 1 Discrepancy'** means a Discrepancy in the Maintained Software which causes substantial downtime of the system, or which causes data corruption, or which otherwise renders the Maintained Software unusable. Discrepancies given this priority have no viable workaround or avoidance procedure.
- **'Priority 2 Discrepancy'** means a significant Discrepancy in the Maintained Software which results in inconvenience to users of the Maintained Software, but for which a workaround or avoidance procedure is available.
- **'Priority 3 Discrepancy'** means any Discrepancy that is not a Priority 1 Discrepancy or Priority 2 Discrepancy.

- **'Priority 4 Discrepancy'** means any Discrepancy related to documentation, future enhancement request, or documentation defects.

F. **Agreement** means these Terms and Conditions of NSi Software Maintenance

2. APPLICABILITY OF NSI SOFTWARE LICENSE AGREEMENT

This Agreement and all software, documentation and media provided under it are subject to all the terms and conditions of the NSi End User Software License Agreement which exists between You and NSi, including the Disclaimer of Warranty and Limitation of Liability.

3. MAJOR UPGRADE RELEASE

NSi intends, within a minimum of a year interval, to prepare a major upgrade release of the Maintained Software which will contain a new set of software and may contain replacements for all or some of the existing documentation set. The timing and actual release of any such major upgrade release is solely under the control of the NSi product management team. When a major upgrade is prepared, a notice of this major upgrade release will be sent to You under this Agreement and the release is available to You without additional charge.

4. MINOR UPGRADE RELEASE

NSi intends from time to time may prepare a minor upgrade release of the Maintained Software which will contain a new set of software and may contain replacements for all or some of the existing documentation set. The timing and actual release of any such minor upgrade release is solely under control of NSi product management team. If a minor upgrade is prepared the release is available to You without additional charge.

5. FIXES TO REPORTED DISCREPANCIES

In response to a confirmed Discrepancy in the Maintained Software, NSi shall use reasonable efforts to provide at its discretion a Correction in the form of a workaround, support release, update disk, immediate correction disk, electronic transfer equivalent, component replacement, patch, major upgrade release, minor upgrade release, or other suitable form, but NSi cannot guarantee to do so. When provided under this Agreement, such Correction will be provided without additional charge. NSi reserves the right to discontinue Maintenance Services without notice on a past workaround, support release, update disk or immediate correction disk, or electronic transfer equivalent, component replacement, patch or other form of Correction after a subsequent major upgrade release, support release, update disk or electronic transfer equivalent containing a Correction of the Discrepancy is available.

6. ACCESS TO SUPPORT CENTER

You can access NSi Support via opening a support incident. All support incident charges apply based on Your current Software Maintenance and Support agreement with NSi. You can open a software incident from NSi software Product Support Staff via:

- Email - Via sending email to Support@nsius.com.
- Phone – Via calling NSi Support center.
- Web – Via NSi web site.

For details on incident types, priorities, charges, and availability please see NSi Support Services Definitions Document.

Opening a support incident report is required to get assistance and advice on NSi products or to receive Discrepancy reports from NSi Support Staff. Assignments of incident reports to technical staff are done at sole determination of NSi management.

The NSi web site 'http://www.nsiautostore.com/language/en-us/support' also provides You with a wide variety of information. In some cases the web site will be used as a delivery mechanism for some Corrections.

Based on reported support incident, our Product Support staff will, with Your assistance if necessary, investigate a suspected Discrepancy based on customary and normal support procedures.

7. SOFTWARES NOT COVERED BY THIS AGREEMENT

The following software is explicitly excluded from the Software Maintenance Agreement:

A. Altered or modified Maintained Software

B. Any combination of Maintained Software and other software not covered by this Agreement.

C. Any "custom built" applications, application integration, integration script, workflow script, or customer built VB/Java script built by third-party or built under a separate Maintenance Agreement.

D. A Release of Maintained Software for which Maintenance Services has been discontinued.

E. Discrepancies caused by Your negligence or fault.

F. Discrepancies resulting from hardware malfunction.

G. Discrepancies that do not significantly impair or affect the operation of the Maintained Software.

H. Maintained Software used on a computer or operating system other than that accepted by NSi on the product documentation.

8. YOUR RESPONSIBILITIES

You agree to report all suspected Discrepancies through Your Support Contact to the NSi software Product Support staff. Reports will include sufficient information for NSi to reproduce the suspected Discrepancy. Failure to provide this minimum sufficient information may cause delays in responding to the Discrepancy.

You agree to use reasonable efforts to assist NSi in its efforts to find Corrections to confirmed Discrepancies reported by You.

You agree to install and use the newest release or change disk for the Maintained Software sent to You by NSi within thirty (30) days of receipt.

You agree to provide NSi Software Product Support staff with full access to the Maintained Software included remote web access or other customary means of Discrepancy investigation.

In all contacts with NSi software Product Support, You agree to provide the product serial number given to You by NSi, along with Your name and the name and address of the company or individual contracted for the maintenance.

9. PAYMENT

The annual Maintenance Fee must be paid in advance. The Maintenance Fee is as determined in the NSi software Price List as of the Maintenance Expiration date.

10. TERM AND TERMINATION

This Agreement will be effective, and services provided hereunder, as of the earlier date of completion stipulated by NSi

- Acceptance of payment of the appropriate Maintenance Fee or initial product purchase with Maintenance;
- Registration of this Agreement on receipt of the Maintenance Registration Form You have submitted;
- Ascertaining proof of proper license for the Software designated on the Maintenance Registration Form.

The services provided hereunder would cease on midnight (12:00 AM) of the business day one year from the commencement of services under this Agreement. The Maintenance Period commences as determined by NSi as of the date of product purchase with maintenance, maintenance renewal or maintenance commencement, as appropriate.

NSi may change the Maintenance Fee without notice which fee shall become effective upon renewal of this Agreement.

This Agreement will remain in effect unless terminated upon fifteen (15) days written notice by either party by reason of any violation of the terms and conditions of this Agreement. This agreement may be terminated without cause by You on thirty (30) days written notice.

NSi may or may not notify You of the impending Maintenance Expiration Date. It is Your responsibility to exercise the option to renew maintenance prior to the Maintenance Expiration Date. To register for a further year of maintenance under this Agreement, simply pay the current maintenance fee prior to the Maintenance Expiration Date and You will continue to receive maintenance services.

If You allow your maintenance to expire:

1.You must purchase an upgrade to the current version of the product in order to register for a new maintenance period.
OR

If You have previously received the current upgrade version, the start of the new maintenance period will be backdated to begin on the date that the previous maintenance period expired. You are responsible for the back date payment. You must then fill out a Maintenance Registration Form and return it to NSi at the address denoted in section 1.

You will then receive an invoice for the appropriate amount. Simply pay the invoice and Your maintenance will be renewed. If You do not have a Maintenance Registration Form, then call or email Your NSi sales person and one will be sent to You.

NSi reserves the right to withdraw maintenance services on any or all Maintained Software or other products, and to alter the prices, terms, and conditions of the Maintenance Program, in advance of any maintenance renewal. Any such withdrawal or alterations will amend the Maintenance Program between You and NSi as of Your next renewal date.

11. MISCELLANEOUS

You may not assign this Agreement to a third party without the prior written consent of NSi. This Agreement and the NSi software End User Software License Agreement shall be the only Agreements between NSi and You with respect to the Maintained Software. They cannot be modified except in writing and with the approval of both parties. These Agreements supersede all prior agreements, oral or written, relating to the Maintained Software. The laws of the state of Texas shall govern the validity of these Agreements, the construction of their terms and the interpretation of the rights and duties of the parties. This Agreement shall be performable in Hidalgo County Texas.

12. LIMITATION OF LIABILITY

EXCLUSION OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS EXPRESSLY PROVIDED OTHERWISE UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF THE OTHER (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF DAMAGES. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID BY You TO NSi UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE DATE THAT GAVE RISE TO SUCH LIABILITY.

NSI
Powered by AUTOSTORE

13. MICELLENEOUS

A. **No Waiver** The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving party. Any such waiver will not be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

B. **Export Control** You will comply with all applicable United States laws and regulations which may govern the export of Program abroad, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the Department of Commerce.

C. **Definition of Days** All references in this Agreement to "days" will, unless otherwise specified herein, mean working days.

D. **Headings** The Section headings used in this Agreement are for convenience of reference only. They will not limit or extend the meaning of any provision of this Agreement, and will not be relevant in interpreting any provision of this Agreement.

E. **No Publication** Neither party may publicize or disclose the terms of this agreement to any third party, without the written consent of the other party.

F. **Severability** If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.

G. **Entire Agreement** This Agreement comprises the entire understanding between the parties with respect to its subject matter and supersedes any previous communications, representations, or agreements, whether oral or written. For purposes of construction, this Agreement will be deemed to have been drafted by both parties. No modification of this Agreement will be binding on either party unless it is in writing and signed by an authorized representative of each party.

H. **Governing Law** This Agreement will be governed in all respects by the laws of Texas without reference to any choice of law's provisions. The parties agree that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. This agreement is performable in Hidalgo County.

IN WITNESS WHEREOF, You hereto have executed this Agreement, as of the date set forth above, by the authorized representative set forth below.

By: _____

Print Name: _____

Contract ID:

Expiration date:

9715 Key West Ave., Suite 200, Rockville, MD 20850 . Phone: 240-683-8400 . Fax: 240-683-8420

Angela Garcia

From: Steve Crain <scrain@atlashall.com>
Sent: Thursday, May 17, 2012 1:58 PM
To: 'Martha Salazar'
Subject: RE:

The NSI agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 17, 2012 1:42 PM
To: 'Steve Crain'
Cc: 'Darlene Betancourt'; 'Gabriel Navarro'
Subject: FW:
Importance: High

Mr. Crain:
Maybe we have right now. Please review and comment as to form.
Marty

From: Gabriel Navarro [mailto:gabriel.navarro@co.hidalgo.tx.us]
Sent: Thursday, May 17, 2012 9:20 AM
To: 'Martha Salazar'
Subject:

Gabriel Navarro, Inventory Specialist IV
Hidalgo County County Purchasing
Fixed Asset Division
(956) 318-2626 ext. 4872

AI-33602 **10. H.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Cooperative Agreements:

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary/fiscal impact. Requesting approval to utilize approved vendors within cooperative agreements.

Attachments

CEIA-USA

TPASS-Claridge Staples

TASB-School Health Corporation

TIPS/TAPS-CAS Companies LP

Updated Vendor's List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:34 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:54 PM
Rosalinda Cantu	Rosie Cantu	08/09/2012 04:46 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Tanya Delira Started On: 08/07/2012 10:03 AM

Final Approval Date: 08/17/2012

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

CEIA-USA, LTD
Contract TXMAS-4-840110

On-Line Catalog/Order Processing

SECURITY, METAL DETECTION

Corporate Office:
CEIA USA, LTD
9155 DUTTON DRIVE
TWINSBURG OH 44087

USA

Send PO to:
CEIA-USA, LTD.
9155 DUTTON DRIVE
ATTN: MARK MEYER
TWINSBURG OH 44087

USA
Vendor ID: 13115047105

Invoice From:
CEIA-USA, LTD
9155 DUTTON DRIVE
ATTN: MARK MEYER
TWINSBURG OH 44087

USA
Vendor ID:

CONTACT: MARK MEYER
Phone 330-405-3190

Delivery:	14 DAYS ARO EXPEDITED: 2 DAYS ARO
FOB Point:	ORIGIN
Terms:	NET 30 DAYS
Remit To:	CEIA-USA, LTD 9155 DUTTON DRIVE ATTN: MARK MEYER TWINSBURG OH 44087 USA Vendor ID:
Vendor ID:	13115047105
Business Type:	Small
DUNS #:	176329795
Effective: Expires:	8/30/2004 5/31/2013

MMEYER@CEIA-USA.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 8/30/2004 through 5/31/2013 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-07F-0007H.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $1
Maximum Order: $600,000 PER SIN

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

THIS TXMAS CONTRACT IS ALSO LISTED ON TXSMARTBUY. Unless this contract has TXMAS-authorized dealers (listed previously on this page), all purchasing entities wanting to purchase items/services available on this TXMAS contract must purchase through TxSmartBuy: www.txsmartbuy.com. If this contract has TXMAS-authorized dealers, those dealers may continue to accept purchase orders as they have been doing in their previous manner (fax, email, or hand carry). If you have any questions, please send an email to txmas@cpa.state.tx.us or call (512-463-3421).

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent

per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Metal Detector, Hand Held Metal Detector, Magnatometer, Scanner, Security Metal Detector, Walk Through Metal Detector, Mine Detection , Metal Detection

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

Texas.gov | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

Susan Combs, Texas Comptroller • Window on State Government • Contact Us
Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

33602 Consent 8/21/12

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

NOTE: The products listed are for use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

Search for Contracts

Enter keywords or NIGP codes to find state contracts:

Contract Terms and Instructions

425-N1-FURNITURE-OFFICE, SCHOOL, LABORATORY, CAFETERIA, HOSPITAL

Start Date: 11/2008

End Date: 08/2013

Item Descriptions and Pricing

Contractor Information

NOTICE TO STATE AGENCIES:

PRIOR TO UTILIZING THIS CONTRACT, STATE AGENCIES ARE REQUIRED TO PURCHASE PRODUCTS PROVIDED BY THE TEXAS CORRECTIONAL INDUSTRIES (TCI) AND TIBH.

TCI: THE STATE AGENCY MUST DOCUMENT THEIR PROCUREMENT FILE WITH A WAIVER APPROVED BY TCI. THE WAIVER FORM CAN BE FOUND AT: TCI WAIVER DOCUMENT

TIBH: THE PROCUREMENT FILE MUST BE DOCUMENTED WITH A JUSTIFICATION WHY THE TIBH PRODUCT DOES NOT MEET THE FUNCTIONAL REQUIREMENTS OF THE CUSTOMER AND MUST BE ADDED TO THE MONTHLY TIBH EXCEPTION REPORT.

ORDERING INFORMATION:

Purchase orders must be entered through the TxSmartBuy system to be qualified for the contract pricing and discounts.

Contact the Contractor to obtain a copy of their current catalog and/or price list.

Contractor contact information and discounts can be found at the following link: CONTRACTOR LIST, ITEM CATEGORIES AND DISCOUNTS

The Contractor will provide a quote to be entered in TxSmartBuy through the "Add Quotes" feature.

Section 1:

1.1 DESCRIPTION OF CONTRACT:
- 410 Furniture: Health Care, Hospital and/or Doctor's Office
- 415 Furniture: Laboratory
- 420 Furniture: Cafeteria, Chapel, Dormitory, Household, Library,Lounge, School

Texas Comptroller of Public Accounts - Furniture Term Contract

Vendor Name	CLARIDGE PRODUCTS & EQUIP., INC.
Tax ID	17103020784
HUB Status	NO
CMBL Number	57376
Purchase Order Address	3248 Towerwood Drive, Farmers Branch, TX 75234
Customer Service Contact	Kristi Popin, Administrative Manager
Phone No.	800-364-2422
Fax	972-484-8149
E-Mail	kpopin@claridgeproducts.com
Accounts Receivable Contact	Essie Tate
Phone No.	800-434-4610
Fax	870-743-1908
E-Mail	etate@claridgeproducts.com

Class/Item	Description	Discount Off List
420-34	Furnishings (Not Otherwise Classified)	60%

Texas Comptroller of Public Accounts
Furniture Term Contract Vendors

Vendor Name Navigate to Vendor Tabs by Clicking on Name
AGATI, INC
ALLSEATING
ALLSTEEL
AMERICAN SEATING CO
ARCADIA CHAIR CO
BLOCKHOUSE FURNITURE
BRETFORD MANUFACTURING, INC.
CHROMCRAFT
CLARIDGE PRODUCTS & EQUIP., INC.
COMPUTER COMFORTS INC
DATUM FILING SYSTEMS
DAUPHIN NORTH AMERICA
EGAN TEAM BOARD
EGAN VISUAL
ERGOGENESIS
FOLIOT FURNITURE, INC.
GROUPE LACASSE
GUNLOCKE CO.
INTELLIGENT INTERIORS INC
INWOOD OFFICE INVIRONMENTS
ISE, INC.
JASPER SEATING COMPANY (COMMUNITY)
JOHN SAVOY & SONS INC
JSI
JSJ FURNITURE CO dba IZZYDESIGN
K & A MANUFACTURING, Inc. dba RIGHT ANGLE PRODUCTS
KARDEX SYSTEMS, INC
KIMBALL OFFICE , A DIVISION OF KIMBALL INTERNATIONAL MARKETING, INC.
KRUG FURNITURE
LEGACY FURNITURE GROUP, INC.

Consent
33602
8/21/12

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Request Equipment Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendors
School Health Corporation[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Contracts

Resources

Vendor Name:	School Health Corporation
Address:	865 Muirfield Drive
	Hanover Park, IL 60133
Phone Number:	(800) 323-1305
Email:	apowell@schoolhealth.com
Website:	www.schoolhealth.com/
Federal ID:	36-2425385
Contact:	Annette Powell
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	First Aid Supplies & Equipment
Contract#:	374-11
Effective Date:	06/01/2011
Expiration Date:	05/31/2014
Payment Terms:	Net 30 days
Delivery Days:	7
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	1859311
Return Policy:	If product is not opened or is defective 1 year return policy.
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011 (h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.**

Contact us 800-695-2919

TIPS/TAPS HOTLINE
(866) 839-8477

TIPS/TAPS FAX
(866) 839-8472

OR EMAIL US

NOT A MEMBER?
BECOME ONE TODAY!

POTENTIAL BIDDERS

Printer Friendly Version

CAS Companies, LP

Vendor: CAS Companies, LP

Serving States: AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WV | WI | WY

Contract Information: Contract Type: Regular Contract Number: 6072612

Contract Expiration Date: 07/26/2013 Commodity: Job Order Contracting

Service/ Product Description: CAS Companies, LP provides mechanical, HVAC, and general construction services, renovations and buildback, as well as environmental services to include asbestos abatement and mold remediation.

Website: http://www.caslp.com

Vendor Contact(s):

Name: Karhy Bowlin
Position: Partner
Phone: 281-499-4747
Fax : 281-499-6655
Mobile :
E-Mail: bbowlin@caslp.com

Name: Bill Bowlin
Position: Sales Manager
Phone: 281-499-4747
Fax : 281-499-6655
Mobile : 713-906-8600
E-Mail : bbowlin@caslp.com

Purchase Order Requirements: Write "TIPS ORDER" on all PO's. Fax all PO's to 866-839-8472.

FAX or MAIL ALL Purchase Orders to:

Address: PO Box 1894
City: Mount Pleasant
State: TX
Zip: 75456
FAX: 866-839-8472

Federal ID Number:

Payment to:

Address: 1306 FM 1092 STE 304
City : Missouri City
State: TX
ZIP : 77459

TIPS/TAPS Contact:

Name : Kim Thompson
Phone : 866-839-8477
Fax : 866-839-8472
E-mail : tips@reg8.net
Mobile : 903-243-4789

MWBE/HUB Status: Yes

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Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
06/26/2012	Audio Visual Aids	Audio Visual Equipment & Supplies	394-12	5/01/2012 - 4/30/2015
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
6/26012	Camcor, Inc.	Audio Visual Equipment & Supplies	394-12	5/01/2012 - 4/30/2015
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
6/26/2012	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 11/30/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
6/26/2012	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 –11/30/2012
6/26/2012	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	391-12	3/01/2012 - 2/28/2015
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
08/07/2012	Ewing Irrigation Supply	Grounds Maint. Equipment, Irrigation Parts, Supplies & Inst.	373-11	06/01/2011-05/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
12/20/2011	Gulf Coast Paper Company	Office Supplies & Equipment	328-09	11/1/2009 – 10/31/2012
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
04/24/2012	IdentiSys, Inc.	Technology & Telecommunications Equipment, Software & Supplies	31-09	11/01/2009-10/31/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
6/26/1012	Johnstone Supply	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	06/01/2010-05/31/2013
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
6/26/2012 11/08/2011	Melhart Music Center Miller Uniforms & Emblems Inc.	Audio Visual Equipment & Supplies Public Safety & Fire House Supplies & Equipment	330-09 363-10	11/01/2009-10/31/2012 01/01/2011 – 03/31/2014
8/7/2012	Mission Restaurant Supply	Food Service Equipment & Supplies	355-10	11/01/2010-10/31/2013
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
12/6/2011	O'Reilly Auto Parts	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013

	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
8/21/2012	***School Health Corporation***	**First Aid Supplies & Equipment**	**374-11**	**6/1/2012-5/31/2014**
1/10/2012	Scott Equipment	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
12/6/2011	Southern Tire Mart	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
6/16/2012	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	391-12	03/01/2012-02/28/2012
11/22/2011	The Playwell Group, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/01/2010-09/30/2013
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/31/2013
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/14/2012	Athlete's Needs, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	06/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2012
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
11/08/2011	GT Distributors	Police Equipment & Accessories	680-A1	11/01/2011-10/31/2014
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
6/26/2012	Johnson Grayson Automotive Inc. dba Holiday Ford & Holiday Chevrolet	Fleet Automobiles & Law Enforcement Vehicles	071-A1	4/11/2011-12/31/2012
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2013

	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/7/2011	Novartis Vaccines & Diagnostics, Inc.	Vaccines & Biologicals	269-A2	1/2007-9/2012
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
11/8/2011	Precision Delta Corp.	Police Equipment & Accessories	680-A1	11/1/2011-10/31/2014
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2013
3/20/2012	Regimed Medical	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-6/2012 3/2012-2/2813
8/21/2012	***Business Interiors by Staples-Claridge Prod.***	**Furniture-Office, School, Laboratory, Cafeteria, Hospital**	**410-425-N1**	**9/1/2011-8/31/2012**
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48” Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
06/26/2012	AT&T	Wireless voice and Data Products	1777	04/12/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012

8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838 1369	12/31/2012 5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Software	890 1014	1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011 11/08/2011	Environmental Systems Res. Institute	Software Product and Services	1078	09/03/2013
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469 1585	8/17/11-8/17/14
9/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	Sequel Data Systems	Software	621	1/8/2012
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013

	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
6/26/2012	Sprint	Wireless Voice and Data Products	1780	04/30/2013
6/26/2012	T-Mobile	Wireless Voice and Data Products	1778	03/21/2013
6/26/2012	Verizon	Wireless Voice and Data Products	1779	03/21/2013
	Votec	Software	937	2/27/2011-2013

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
5/1/2012	Allied Fire Protection-SA LP	Fire Protection Services	10-03FAC0100	8/11/2010-12/10/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
2/21/2012	Bob Barker	Detention Supplies	12-84050 12-73020	12/7/2011-4/22/2013 12/7/2011-2/10/2013
11/08/2011	Business Interiors by Staples The Hon Company Mayline Group	Special Use Furniture Special Use Furniture	6-71111060 4-7110330	05/10/2006-03/26/2016 07/02/2004-11/10/2016
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
8/21/2012	**CEIA –USA, LTD**	**Security Metal Detector**	**4-840110**	**08/30/2004-05/31/2013**
6/26/2012	Copy Graphics, Inc.	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2004-9/30/2016
6/26/2012	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-10/31/2013

	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-6/02/2013
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2016
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
9/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
8/7/2012	Ferguson Enterprises, Inc.	Hardware	9-51V020	5/13/2009-1/31/2016
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2016
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-01/15/2013
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-01/15/2013
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
5/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-3/26/2016
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-6/26/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS Metroplex	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/10/2016
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
1/31/2012	National Office Furniture	Office Furniture	11-71050	5/5/2011-3/30/2016
6/26/2012	Oce North America, Inc.	Office, Imaging and Document Solutions Copying Equipment	2-36010	8/1/2002-9/21/2012
1/31/2012	OfficeSource, LTD	Office Furniture	11-71050-27	5/5/2011-3/30/2016
1/24/2012	OfficeSource LTD	Office Furniture	3-711060-3	12/16/02-06/26/2012
11/1/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013

	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/20/2016 1/19/2007-12/20/2016
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2016
6/12/2012	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2013
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
5/01/2012	Video Sound & Lights	Detention Supplies	12-73020-3	12/07/2011-02/10/2013
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
5/22/2012	West Publishing Corporation	Financial & Business Solutions, Address verification Rpts, Skip Location Rpts, Domestic Bus. Profile Computer Assisted Legal and Investigative Research Services (CALIR)	3-520010 CCG-CALIR 2010-001	9/19/2002-8/15/2015 2/1/2011-2/1/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-11/30/2012
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-11/30/2012

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/26/2012	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1012612 1072309	7/23/2012
5/15/2012	B & H Photo Video Pro-Audio	Classroom and Teaching Aids	6121809	12/18/2012
8/28/2012	***CAS Companies, LP***	**Job Order Contracting**	**6072612**	**7/26/2013**
5/15/2012	Camacho	Trades, Temporaty Labor and Material	1032212	03/22/2013
6/26/2012	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials	1032212	03/22/2013

		Professional Consulting and Other Related Services	2052810	05/28/2013
6/12/12	Diaz Floors & Interiors	Trades, Temporary Labor and Materials	1032212	3/22/2013
6/26/2012	Arbor Construction & Energy Management	Trades, Temporary Labor & Materials	1032212	03/22/2013

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	4400001197	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
11/22/2011	The Home Depot	Maintenance/Hardware Supplies	11019	8/1/2011-7/31/2014
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013
	Zep Manufacturing Company	Cleaning Chemicals and Supplies	2007-118-3034	12/31/2012

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
08/07/2012	AUTO ZONE	Automotive Parts & Supplies	R5165	07/01/2012-06/30/2013
1/31/2012	CDW-G	Hardware, Software and Services	R-5106	1/9/2012-12/31/2012
5/1/2012	Facilities-USA, LLC	Job Order Contract (JOC)	R-5085	11/1/2011-10/31/2012
7/10/2012	GovConnection	Technologies Solutions	R-5110	11/22/2011-10/31/2012
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
6/26/2012	Tech Depot	Computer, Components, Peripherals & Software	R-5113	11/22/2011-10/31/2012
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017

5/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
11/22/2011	Brazos Technology Corporation	General Purpose Commercial Information Technology Equipment, Software and Services	GS 35F 0096X	11/30/2015
6/26/2012	Buckstaff Public Safety, Inc.	Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster	GS-07F-0251T	02/28/2017
6/26/2012	CDW-G	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F0195J	11/25/2012
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	5/23/2015
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
6/26/2012	DLT Solutions	General Purpose Commercial Information Technical Equipment, Software and Services	GS-35F-4543G	11/28//2012
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
6/12/2012	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE11-11	Thru Nov 30, 2013
3/20/2012	Daco Fire Equipment	General Purposse & Emergency Vehicles	FS12-11	12/1/2011-11/30/2013
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
6/12/2012	Motorola	Communication Equipment & Services	RA05-12	05/01/2012-04/30/2015
6/12/2012	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW10-09	11/1/2009-10/31/2012
6/12/2012	Sprint	Communication Equipment & Services	CW-05/02	11/01/2009-10/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
06/12/2012	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-12	05/1/2012 – 04/30/2015
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120209-PBI	12/18/2013

***Denotes: New Vendor added for approval**

☐ **Contract Renewed**

AI-33540 **10. I.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Tax Office-Several Locations:

Requesting authority to purchase a 12-month fax service agreement renewals and authority to execute required agreement for the following with Copy Graphics, Inc. (2-1100-415-15-140-001-0-432;

Requisition	Model	Serial	Location	Yearly	Effective
220625	Canon LC-2050P	UZX78565	Tax Office-Mission	$195.00	8/21/2012-8/20/2013
220625	Canon LC-2050P	UZX78564	Tax Office Auto-Mission	$195.00	8/21/2012-8/20/2013
220625	Canon LC-2050P	UZX78561	Tax Office Auto-Edinburg	$195.00	8/21/2012-8/20/2013

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-15-140-001-0-432

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

BUDGETARY IMPACT:

Available funds in Requisition #00220625 as of 8/17/12 are $585.00.

Attachments

Copy Graphics-Tax Office Requisition

Copy Graphics-Tax Office Agreements

Legal's approval Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/17/2012 08:55 AM
Budget & Management	Merlen P. Munoz	08/17/2012 10:43 AM
Perla Lopez	Perla Lopez	08/17/2012 01:54 PM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Matilde Faz Started On: 08/01/2012 03:59 PM

Final Approval Date: 08/17/2012

Consent
33540
8/21/12

Requisition

Req # 00220625
PO #
Date: 08/06/12

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX COLLECITON
956-289-7472

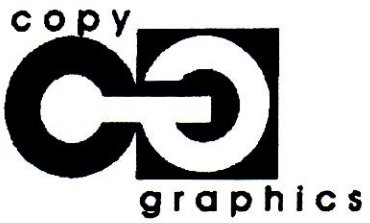
Contract No:

Special Instructions:
C-131

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3.00	YEAR	OM FAX MACHINE SERVICE MAINTENANCE AGREEMENTS FOR THE FOLLOWING: MISSION TAX OFFICE AT 722 N BREYFOGLE SERIAL#: UZX78565 MODEL#: CANON LC-2050P EFFECTIVE DATE: AUGUST 21, 2012 TO AUGUST 20, 2013 MISSION AUTO DEPT AT 722 N BREYFOGLE SERIAL#: UZX78564 MODEL#: CANON LC-2050P EFFECTIVE DATE: AUGUST 21, 2012 TO AUGUST 20, 2013 EDINBURG AUTO LICENSE DEPT AT 2804 S BUS HWY 281 SERIAL#: UZX78561 MODEL#: CANON LC-2050P EFFECTIVE DATE: AUGUST 21, 2012 TO AUGUST 20, 2013	195.00	585.00
		Account No	Encumbrance	
		2-1100-415-15-140-001-0-432	585.00	
			Freight	.00
			Total	585.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req# 220 to 25
ORIGINAL



221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office Cust# 1370

Physical Address 722 North Breyfogle Billing Address PO Box 178

City/State/Zip Mission, TX 78572 City/State/Zip Edinburg, TX 78540

Phone/Fax 205-7050 / _____ Phone/Fax 289-7472 / 318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P - Tax Dept Serial: UZX78565

Options: _____ Serial: _____

Rate: $ 195.00 per year.

Effective dates of agreement from 8/21/12 to 8/20/13.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE _____ _____

Authorized Signature Title

_____

Print Name

Ana Escobar **8/1/12**

Copy Graphics, Inc. Representative Date

FAX PLAN TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: **The term of this agreement shall be a period of one year commencing on 8/21/12 to 8/20/13 unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.**

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Fax service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps; m) connected products such as computer, printer, software or network-related failures, programming, or training; n)license and/or installation fees for any renewal or upgrade of any and all software installed on unit; 0) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

Req# 220625
ORIGINAL

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office Cust# 1370

Physical Address 722 North Breyfogle Billing Address PO Box 178

City/State/Zip Mission, TX 78572 City/State/Zip Edinburg, TX 78540

Phone/Fax 205-7050 / _____ Phone/Fax 289-7472 / 318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P - Auto License Serial: UZX78564

Options: _____ Serial: _____

Rate: $ 195.00 per year.

Effective dates of agreement from 8/21/12 to 8/20/13.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE _____

Authorized Signature Title

_____

Print Name

Ana Escobar **8/1/12**

Copy Graphics, Inc. Representative Date

FAX PLAN TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: The term of this agreement shall be a period of one year commencing on 8/21/12 to 8/20/13 unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Fax service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps; m) connected products such as computer, printer, software or network-related failures, programming, or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit; 0) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

Req #220625
ORIGINAL

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office Cust# 1370

Physical Address 2802 S Business Hwy 281 Billing Address PO Box 178

City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78540

Phone/Fax 289-7472 / _____ Phone/Fax 289-7472 / 318-2130

EQUIPMENT COVERED

Model: Canon LC-2050P - Auto License Serial: UZX78561

Options: _____ Serial: _____

Rate: $ 195.00 per year.

Effective dates of agreement from 8/21/12 to 8/20/13.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE _____

Authorized Signature Title

_____

Print Name

Ana Escobar 8/1/12

Copy Graphics, Inc. Representative Date

FAX PLAN TERMS AND CONDITIONS

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HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 11:42 AM
To: 'Darlene Betancourt'; 'Matilde Faz'; 'Yvette Islas'
Cc: 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Yvette:
Please follow legal counsel's recommended changes and either make them here or ask vendor to do so. Get contact information from Maty.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 24, 2012 7:44 AM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The term on the reverse side must be deleted and the following inserted in lieu ot the deleted paragraph: The term of this agreement shall be a period of one year commencing on---------- and ending on----------unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 5:08 PM
To: 'Steve Crain'
Cc: 'Matilde Faz'; 'Darlene Betancourt'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 4:03 PM
To: 'Martha Salazar'; 'Darlene Betancourt'
Subject: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Marty, Ms. Darlene
Can this be email to Legal for review? I will be placing this for the next Commissioner's Court of 6/5/2012
Thanks!

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II

AI-33595 **10. J.**

CC CONSENT

Meeting Date: 08/21/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment-Inv. #11324221-$4,250.00- submitted by L&G Consulting Engineers-services-month of July 2012 in connection to Contract #C-07-451-12-26-PO#596375.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1336-431-00-121-049-0-841

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

BUDGETARY IMPACT:

PO #596375 for L & G Consulting Engineers, Inc. in relation to FM 493(M10N-SH 107)

Amount available as of 8-17-12	$189,506.17
Less Inv. #11324221	$ (4,250.00)
O/S Balance to be paid	$185,256.17

Attachments

Invoice Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:34 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:53 PM
Ivan Cantu	Ivan Cantu	08/17/2012 08:37 AM
Auditor's Office	Angela Garcia	08/17/2012 04:58 PM

Form Started By: Vangie Garcia Started On: 08/06/2012 03:23 PM

Final Approval Date: 08/17/2012

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Monday, August 06, 2012 1:29 PM
To: 'Evangelina Garcia'
Subject: Emailing: L & G PO 596375 inv #11324221
Attachments: L & G PO 596375 inv #11324221.pdf

Vangie: please place the attached invoice from L & G on the next CC meeting

Thanks

Your message is ready to be sent with the following file or link attachments:

L & G PO 596375 inv #11324221

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324221
INVOICE DATE: 07/31/12

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

Contract #C-07-451-12-26
PO#596375/R233

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2012.						
11006-Design Schem	272,500.00	272,500.00		272,500.00	100.0	
12001-EA Fieldwork	10,000.00	10,000.00		10,000.00	100.0	
12002-EA Documents	57,000.00	57,000.00		57,000.00	100.0	
12003-Public Invmt	3,000.00	3,000.00		3,000.00	100.0	
12004-Cul Resc	20,000.00	20,000.00		20,000.00	100.0	
12030-Public Invmt	20,450.00	20,450.00		20,450.00	100.0	
13010-Prel-ROW Map/S	35,000.00	35,000.00		35,000.00	100.0	
15001-Surv.Plans&Des	25,000.00	23,750.00	1,250.00	25,000.00	100.0	
15010-Surv.Plan/Sub	105,000.00	105,000.00		105,000.00	100.0	
15070-H&V Control/Su	35,200.00	35,200.00		35,200.00	100.0	
16001-Rdwy Design	252,000.00	221,760.00		221,760.00	88.0	30,240.00
16100-Drainage	168,000.00	147,840.00		147,840.00	88.0	20,160.00
16200-Pavt Mrk & Sig	84,000.00	73,920.00		73,920.00	88.0	10,080.00
16240-Signal Design	44,851.29	34,843.83		34,843.83	77.7	10,007.46
16302-Traf Cntrl Pln	84,000.00	73,920.00		73,920.00	88.0	10,080.00
16304-Irrigation	84,000.00	73,920.00		73,920.00	88.0	10,080.00
16307-Utilities	168,000.00	147,840.00		147,840.00	88.0	20,160.00
16400-Contract Mgmt	100,000.00	88,000.00		88,000.00	88.0	12,000.00
32000-Const. Mgnmt	30,948.71				0.0	30,948.71
TOTALS:	1,598,950.00	1,443,943.83	1,250.00	1,445,193.83	90.4	153,756.17
12002-EA Documents	70,000.00	45,500.00		45,500.00	65.0	24,500.00
16400-Contract Mgnt	20,000.00	10,000.00	3,000.00	13,000.00	65.0	7,000.00
TOTALS:	1,688,950.00	1,499,443.83	4,250.00	1,503,693.83	90.4	185,256.17

NM

2-1336-431-00-121-049-0-841

PO 596375

INVOICE RECEIVED BY
_____ on _____
GOODS/SERVICES RECEIVED BY:
_____ on _____

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324221
INVOICE DATE: 07/31/12
PAGE: 2

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

Contract #C-07-451-12-26
PO#596375/R233

JOB: 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH

ORIGINAL CONTRACT SUM	$	1.598.950.00
CHANGE BY CHANGE ORDER	$	90.000.00
CONTRACT SUM TO DATE	$	1.688.950.00
TOTAL COMPLETED TO DATE	$	1.503.693.83
LESS PREVIOUS INVOICES	$	1.499.443.83
CURRENT PAYMENT DUE	**$**	**4.250.00**

PROJECT MANAGER'S SIGNATURE

L&G Engineering
Transportation Consultants

August 1, 2012

The Honorable Joel Quintanilla
Hidalgo County Commissioner, Pct. #1
Attn: Noe Montes
1902 Joe Stevens
Weslaco, Tx 78596

RE: FM 493 North Work Authorization #1
Contract# C-07-451-12-26/PO# 596375/R233 – L&G Project#071401

Dear Commissioner Quintanilla:

Attached for your approval is our invoice for services rendered during the month of July 2012. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
This task is complete.	L&G	100%
This task is complete.	L&G	100%
Comments have been received and the document has been partially revised under this task. This task is complete.	L&G	100%
This task is complete.	L&G	100%
L&G has received approval from THC on this project. This task is complete.	L&G	100%
A second public meeting was held in February of 2012 at the Munoz Elementary School. L&G provided all of the Exhibits and the technical support. All documentation has been completed and incorporated into the environmental document. This task is complete.	L&G	100%
This task is complete.	RODS	100%
This task is complete.	L&G	100%
This task is complete.	RODS	100%
This task is complete.	RODS	100%

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Typical sections for an 84' roadway have been finalized. Intersection layouts have been finalized. We finalized the profile and centerline and are finalizing the design cross sections and earthwork. We have adjusted the alignment to minimize impacts to the gas line as well as ROW impacts at Mile 10 1/2. P&P sheets are being finalized for the 90% submittal.	L&G	88%
We are evaluating each proposed outfall. We are finalizing the storm drain layouts and discharge curves for the outfalls. We are finalizing the U&D sheets with the storm sewer profile for the 90% submittal.	L&G	88%
Pavement marking layouts and signing layouts have been finalized for the 90% submittal.	L&G	88%
Condition diagrams, permanent & temporary signal layouts, flashing beacons, signal phasing, timing charts, electrical charts, intersection markings and wheelchair ramp locations are completed. ETSI is currently finalizing the standards, specs & estimate sheets.	ETSI	77%
We have completed the TCP typical sections and overall plan and have received concurrence from the TxDOT Safety Review Committee. The "Sequence of Construction" and "TCP General Notes" have been created. We have submitted all of the TCP sheets to TxDOT for concurrence.	L&G	88%
All irrigation crossings have been identified and existing conditions have been drafted. Coordination with the Donna Irrigation District is ongoing. Additional information needed has been obtained from existing project plans. Existing structure details have been verified. We have resubmitted plan sheets to the Irrigation District and are coordinating the tie-downs.	L&G	88%
Major compensable utilities have been identified and adjustment costs have been analyzed and incorporated into the project. We have developed a compensable utility cost estimate and are verifying proof of property interests by each company. Initial letters have been sent to all utilities found within project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been exposed and tied down in the field. We are identifying possible conflict locations to be exposed by the utility companies. Additional utility letters along with preliminary sheets have been sent to all utility companies for comments and mark-up. Comments continue to be received.	L&G	88%
L&G continues to coordinate and manage the work required and is providing County with updates. TCP and cross-sections have been submitted to TxDOT	L&G	88%
This task has not begun.	L&G	0%
As part of this task, L&G has conducted new field work, updated the document with current standards and have conducted a new noise and air quality analysis. The environmental document has been revised and submitted to the Pharr District electronically on June 29, 2012.	L&G	65%
L&G has been meeting with Precinct #1 personnel on a monthly basis to provide a project status and has been coordinating with TxDOT to keep the project on track. In addition, L&G is completing the project status reports, schedules and invoices.	L&G	65%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

Attachment

Client: Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493 NORTH
FROM MILE 10 TO SH 107

TASK AND DESCRIPTION	FIRM	2008				2009				2010				2011				2012				2013													
		JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
WORK AUTHORIZATION NO. 1																																			
Entire Length of Project																																			
PROJECT PLANNING																																			
Obtain Right of Entry (SURVEYING)	RODS																																		
Update Planimtric and DTM files	RODS																																		
DESIGN SURVEYS	RODS																																		
EXISTING RIGHT-OF-WAY LAYOUT	RODS																																		
[illegible] meetings w/ Hidalgo County Drainage District No. 1	L&G																																		
1 meetings w/ City of Donna	L&G																																		
[illegible] meetings - w/ Precinct No 3	L&G																																		
Hydrologic Map	L&G																																		
Utility Coordination	L&G																																		
Coordination with TXDOT AND COUNTY	L&G																																		
Coordination with 2 Irrigation Districts	L&G																																		
Schematic & Environmental Document Development																																			
Develop Schematic with outfalls	L&G																																		
Meet w/TXDOT and revise schematic as per comments	L&G																																		
TXDOT and COUNTY approves Schematic	TXDOT																																		
Public Meeting																																			
Draft Environmental Document, Field Visits, etc	L&G																																		
Submit Draft EA (2nd)	L&G																																		
District Review/Revisions	TXDOT																																		
ENV Review/Revisions	TXDOT																																		
Revisions as per ENV comments	L&G																																		
Agency Coordination	TXDOT																																		
Spend Submittal of Environmental Document Revision	L&G																																		
District Review/Revisions	TXDOT																																		
Approval for further processing by FHWA	TXDOT																																		
Public Involvement	TxDOT																																		
Environmental Clearance	TXDOT																																		
PS&E DEVELOPMENT FROM: MILE 10 TO MILE 14																																			
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																																		
COMPLETE INTERSECTION LAYOUTS	L&G																																		
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																																		
DESIGN STORM DRAIN SYSTEM	L&G																																		
DESIGN ROADWAY	L&G																																		
SIGNING, PAVT MARKINGS AND SIGNALS	L&G/ETSI																																		
SUBMIT 90% PS&E PACKAGE	L&G																																		
TXDOT REVIEW PLAN SUMMITTAL	TXDOT																																		
SUBMIT 95% PS&E PACKAGE	L&G																																		
TXDOT REVIEW PLAN SUMMITTAL	TXDOT																																		
SUBMIT 100% M'LAPS	L&G																																		

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION