AI-34527 **2. A.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: TAX OFFICE

Information

CAPTION

2012 - Tax Office (1246)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1246-415-15-140-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/11/12.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 11:03 AM
Ana Galvan	Ana Galvan	10/11/2012 04:37 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Mary Garcia Started On: 10/01/2012 04:21 PM

Final Approval Date: 10/12/2012

DATE: October 3, 2012

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 2-1246-415-15-140-003-0-XXX

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
550	PRINTING & BINDING	667	MINOR SOFTWARE	$1,090.00
442	EQUIP & VEHICLE RENTALS	667	MINOR SOFTWARE	$525.00
743	OFFICE FURNITURE & EQUIP	601	OFFICE & COMPUTER SUPPLIES	$8,549.00
			TOTAL	$10,164.00

REASON: **To purchase necessary items to operate County office.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-34574 **2. B.**

CC CONSENT

Meeting Date: 10/16/2012

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: 2011 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 10/12/12

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 03:42 PM
Ana Galvan	Ana Galvan	10/12/2012 09:43 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Mary Garcia Started On: 10/03/2012 03:29 PM

Final Approval Date: 10/12/2012

DATE: October 4, 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 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
583	TRAVEL OUT OF COUNTY	584	REGISTRATION FEES	$165.00
611	POLICE SUPPLIES	672	EQ & VEH R & M SUPPLIES	$50.00
			TOTAL	$215.00

REASON: **To purchase necessary items to operate County office.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-34651 **2. C.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/09/2012 04:35 PM
Budget & Management	Merlen P. Munoz	10/09/2012 04:49 PM
Veronica Ortiz	Veronica Ortiz	10/12/2012 10:14 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Myra Montoya Started On: 10/09/2012 03:29 PM

Final Approval Date: 10/12/2012

DATE: 10/15/2012

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-421-00-280-001-0-	339- OTHER PROFESSIONAL SERVICES	➔	2-1100-421-00-280-001-0-	741- VEHICLES	$7,000.00
2-1100-421-00-280-001-0-	532- WIRELESS DEVICE	➔	2-1100-421-00-280-001-0-	741- VEHICLES	$7,000.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
				T O T A L	$14,000.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURE FOR PURCHASE OF NEW POLARIS 2013 MODEL RANGER CREW UTILITY VEHICLE.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-34648 **2. D.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-21-280-002-0-XXX

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 10/12/12.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/09/2012 04:35 PM
Budget & Management	Merlen P. Munoz	10/09/2012 04:47 PM
Ana Galvan	Ana Galvan	10/12/2012 04:11 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Virginia Rodriguez Started On: 10/09/2012 02:37 PM

Final Approval Date: 10/12/2012

DATE: 10/15/2012

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-	332-HOSPITAL SERVICES	2-1100-423-21-280-002-0-	741-VEHICLES	14,000.00

AI-34532 **2. E.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-21-280-002-0-XXX

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 10/12/12.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/02/2012 12:01 PM
Emilia Uriegas	Monica Badillo	10/04/2012 03:45 PM
Budget & Management	Merlen P. Munoz	10/05/2012 02:57 PM
Ana Galvan	Ana Galvan	10/12/2012 11:15 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Virginia Rodriguez Started On: 10/02/2012 11:25 AM

Final Approval Date: 10/12/2012

DATE: 10/15/2012

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-21-280-002-0-630	FOOD		2-1100-423-21-280-002-0-748	OTHER EQUIPMENT	**31,000.00**
2-1100-423-21-280-002-0-630	FOOD		2-1100-423-21-280-002-0-607	HOUSEHOLD & JANITORIAL SUPPLIES	**7,000.00**
2-1100-423-21-280-002-0-630	FOOD		2-1100-423-21-280-002-0-601	OFFICE & COMPUTER SUPPLIES	**1,700.00**
2-1100-423-21-280-002-0-780	CAPITAL LEASES		2-1100-423-21-280-002-0-601	OFFICE & COMPUTER SUPPLIES	**1,000.00**
2-1100-423-21-280-002-0-630	FOOD		2-1100-423-21-280-002-0-535	POSTAGE & EXPRESS MAIL CHARGES	**1,000.00**
				T O T A L	**$41,700.00**

REASON: FUNDS ARE NEEDED TO PURCHASE (2) TWO SLICERS, (1) ICE MACHINE, (1) FRYER, & TO COVER EXPENDITURES FOR POSTAGE AND OFFICE SUPPLIES.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-34511 **2. F.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Human Services (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 10-12-2012

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2012 02:42 PM
Veronica Ortiz	Veronica Ortiz	10/05/2012 10:12 AM
Auditor's Office	Monica Badillo	10/05/2012 10:27 AM
Veronica Ortiz	Veronica Ortiz	10/12/2012 09:59 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Dairen Sarmiento Started On: 09/28/2012 02:06 PM

Final Approval Date: 10/12/2012

DATE: 10-16-12
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: ***HUMAN SERVICES***
ACCOUNT NUMBER: 2-1100-444-00-240-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 2-1100-444-00-240-001-0-

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	OFFICE & COMPUTER SUPPLIES	581	TRAVEL IN COUNTY	$ 600.00
339	OTHER PROFESSIONAL SVC	581	TRAVEL IN COUNTY	$ 400.00
350	OTHER SVC	535	POSTAGE	$ 396.00
550	PRINTING & BINDING	535	POSTAGE	$ 0.20
603	EDUCATION/INSTITUTIONAL SUP	535	POSTAGE	$ 75.00
631	BOTTLED WATER	535	POSTAGE	$ 8.50
780	CAPTIAL LEASE	535	POSTAGE	$ 820.64
810	DUES AND MEMBERSHIPS	535	POSTAGE	$ 100.00

reason: ADJUST LINE ITEMS TO FINISH OUT THE YEAR

TOTAL $ 2,400.34

Dairen Sarmiento 9/28/2012
Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

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

AI-34518 **2. G.**

CC CONSENT

Meeting Date: 10/16/2012

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. #: 2-1293-441-00-340-047-3-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	10/01/2012 01:36 PM
Veronica Ortiz	Veronica Ortiz	10/12/2012 09:40 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Mike Escaname Started On: 10/01/2012 09:58 AM

Final Approval Date: 10/12/2012

Date: October 1, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-047-3-
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
2-1293-441-00-340-047-3-336	PPCPS-BDS-COMPUTER SER	2-1293-441-00-340-047-3-747	PPCPS-BDS-SOFTWARE	$3,036.00
			Amount	$ 3,036.00

Revenue Account
Amount Requested: $ 3,036.00

Reason: Line item transfer needed in proper object code to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-34519 **2. H.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/09/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/01/2012 01:37 PM
Ana Galvan	Ana Galvan	10/09/2012 03:46 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Mike Escaname Started On: 10/01/2012 10:03 AM

Final Approval Date: 10/12/2012

Date: October 1, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-005-0-XXX - Admin
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1293-441-00-340-005-0-741	VEHICLES	2-1293-441-00-340-005-0-747	SOFTWARE	$ 1,000.00
2-1293-441-00-340-005-0-741	VEHICLES	2-1293-441-00-340-005-0-250	UNEMPLOYMENT COMP	$ 300.00
			Amount	$ 1,300.00

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-34612 **2. I.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2012 - I.T. Department (1100)

BACKGROUND

Attachments

Intra-Dept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 03:41 PM
Veronica Ortiz	Veronica Ortiz	10/12/2012 09:49 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Edna Kirby Started On: 10/04/2012 03:35 PM

Final Approval Date: 10/12/2012

DATE: October 23, 2012

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 2-1100-415-00-200-001-0

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	COMPUTER DEPT-MINOR OFFICE EQUIP	**AMOUNT**
810	INFO TECH DEPT-DUES & MEMBERSHIPS	631	INFO TECH-BOTTLED WATER	$150.00
			TOTAL	**$150.00**

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-34615 **2. J.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2012 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 10-12-12.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 04:25 PM
Veronica Ortiz	Veronica Ortiz	10/12/2012 11:25 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Edna Kirby Started On: 10/04/2012 04:19 PM

Final Approval Date: 10/12/2012

DATE: October 23, 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	748	IT COUNTYWIDE-OTHER EQUIPMENT	$2,281.40
432	IT COUNTYWIDE-EQUIP&VEH R&M SRV	748	IT COUNTYWIDE-OTHER EQUIPMENT	2,012.33
442	IT COUNTYWIDE-EQUIP&VEHICLE	748	IT COUNTYWIDE-OTHER EQUIPMENT	$3,996.12
664	IT COUNTYWIDE- OTHR MINOR EQUIP	748	IT COUNTYWIDE-OTHER EQUIPMENT	13,012.62
667	IT COUNTYWIDE-MINOR SOFTWARE	748	IT COUNTYWIDE-OTHER EQUIPMENT	2,000.00
812	IT COUNTYWIDE-SOFTWARE LICENSE	748	IT COUNTYWIDE-OTHER EQUIPMENT	$4,497.53
			TOTAL	**$27,800.00**

REASON: **Buying a large battery backup unit for the courthouse server room.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-34674 **2. K.**

CC CONSENT

Meeting Date: 10/16/2012

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?:

BUDGETARY IMPACT:

Available account balance as of 10-12-2012

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:28 AM
Veronica Ortiz	Veronica Ortiz	10/12/2012 09:51 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Rene Perez Started On: 10/10/2012 02:29 PM

Final Approval Date: 10/12/2012

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 10/10/2012

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
432	EQUIP & VEH R&M SRV	810	DUES & MEMBERSHIPS	$325.00
601	OFFICE & COMPUTER SUPPLY	810	DUES & MEMBERSHIPS	$325.00
601	OFFICE & COMPUTER SUPPLY	780	CAPITAL LEASES	$330.00
			TOTAL	$980.00

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-34546 **2. L.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2012 - District Clerk (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 10/12/12.

Attachments

Revised Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 08:01 AM
Ana Galvan	Ana Galvan	10/12/2012 03:57 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Stephanie Palacios Started On: 10/02/2012 05:32 PM

Final Approval Date: 10/12/2012

DATE: **October 2, 2012**

ELECTED OFFICIAL **Laura Hinojosa**

DEPARTMENT NAME: **District Clerk**

ACCOUNT NUMBER: **2-1100-412-00-090-001-0-XXX**

SUBJECT:

Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
550	Printing & Binding	341	Data Mgmt. & Processing	$1,812.30
550	Printing & Binding	442	Equip. & Vehicle Rentals	$1,215.00
550	Printing & Binding	442	Equip. & Vehicle Rentals	$1,155.00
550	Printing & Binding	601	Office & Computer Supplies	$7,155.40
743	Office Furniture & Equipment	601	Office & Computer Supplies	$1,888.00
810	Dues & Memberships	601	Office & Computer Supplies	$50.00
661	Minor Office Funiture & Equipment	601	Office & Computer Supplies	$333.79
640	Reference Materials	601	Office & Computer Supplies	$300.00
856	Bank Fees	671	Bldg. & Other Structure R&M Supplies	$351.25
			TOTAL	**$14,260.74**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-34586 **2012 Intradept.(line item) Transfers** **2. M.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2012 - Texas AgriLife Extension Service (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 10-12-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 08:04 AM
Veronica Ortiz	Veronica Ortiz	10/12/2012 10:01 AM
Purchasing Department	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Nora Linda Cruz Started On: 10/03/2012 04:32 PM

Final Approval Date: 10/12/2012

DATE: **September 27, 2012**

DEPARTMENT HEAD: **Barbara Storz**

DEPARTMENT NAME: **TEXAS AGRILIFE EXTENSION**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
601	Office & Computer Supplies	**607**	Household & Janitorial Supplies	**12.78**
630	Food	**431**	R&M Svcs. Bldng. & Other Structures	**$38.31**
550	Printing & Binding	**431**	R&M Svcs. Bldng. & Other Structures	**3.19**
661	Minor Office Furniture & Equipment	**671**	R&M Supp. Bldngs. & Other Structures	$189.43
			TOTAL	**243.71**

REASON: **To properly classify expenditures for office locks to be changed, electrical supplies for light fixtures to be completed and bathroom stalls to be painted due to rusting.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-34565 **2. N.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: ANGIE CHAPA Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: LAW LIBRARY

Information

CAPTION

2012 - Law Library (1247)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1247-412-50-100-001-0-xxx

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

BUDGETARY IMPACT:

available balance as of 10/03/12 - $500.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 02:57 PM
Veronica Ortiz	Veronica Ortiz	10/12/2012 10:04 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Angela Garcia Started On: 10/03/2012 02:37 PM

Final Approval Date: 10/12/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 10/03/12

DEPARTMENT HEAD: ANGIE CHAPA

DEPARTMENT NAME: LAW LIBRARY

ACCOUNT NUMBER: 2-1247-412-50-100-001-0-XXX

CONTACT PERSON: ANGIE CHAPA

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
679	R&M SUPPLIES OTHER	601	OFFICE & COMP. SUPPLIES	300.00
			TOTAL	300.00

REASON: Funds needed to purchase office supplies.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-34509 **2. O.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: J.P. 4, 1

Information

CAPTION

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 10/11/12.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2012 11:22 AM
Ana Galvan	Ana Galvan	10/11/2012 01:23 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Aleida Lopez Started On: 09/28/2012 11:13 AM

Final Approval Date: 10/12/2012

INTRADEPARTMENTAL TRANSFER

DATE: September 27, 2012

DEPARTMENT HEAD: Charlie Espinoza

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

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

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		**TO**	
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**
550	**Printing & Binding**	**583**	**Travel Out of County**
			TOTAL

REASON: Transfer is needed for operation of JP court.

DEPARTMENT HEAD SIGNATURE

CC

APPROVED COMMISSIONERS' COURT

ATTEST CO

INTRADEPARTMENTAL TRANSFER

overnment Code

AMOUNT
300.00
$ 300.00

DATE

UNTY CLERK

AI-34712 **2. P.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: JC Carreon Submitted By: JC Carreon, COUNTY COURT #1

Department: COUNTY COURT #1

Information

CAPTION

2012 - County Court # 1 (1100)

BACKGROUND

Transfer neeed to cover TACA membership dues for Joecindy Carreon in the amount of $75.00

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-021-001-0-XXX

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

BUDGETARY IMPACT:

account available balance as of 10/11/12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 03:55 PM
Veronica Ortiz	Veronica Ortiz	10/12/2012 10:30 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: JC Carreon Started On: 10/11/2012 03:33 PM

Final Approval Date: 10/12/2012

DATE: October 11, 2012

2012
Transfer

DEPARTMENT HEAD: Judge Rudy Gonzalez

DEPARTMENT NAME: County Court At Law #1

ACCOUNT NUMBER: 2-1100-412-00-021-001-0-XXX

Contact Person: Joecindy Carreon **Ph#:** (956) 318-2375 Ext 6512

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
584	REGISTRATION FEES	810	DUES & MEMBERSHIPS	75.00
			TOTAL	75.00

REASON:

Intradepartmental Transfer to fund up coming membership dues Re: AI- 34685.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34653 **2. Q.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Jorge Flores, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012- Pct #1 Road Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/12/12.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/09/2012 04:32 PM
Ana Galvan	Ana Galvan	10/12/2012 05:01 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Jorge Flores Started On: 10/09/2012 04:21 PM

Final Approval Date: 10/12/2012

DATE: October 15, 2012 **MEETING REQUEST DATE:** October 16, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 Road Maintenance

ACCOUNT NUMBER: 2-1200-431-00-121-005-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2	-1200	-431	-00	-121	-005	-0	664	OTHER MINOR EQUIP.	2	-1200	-431	-00	-121	-005	-0	442	EQUIP & VEH. RENTALS	500.00
2	-1200	-431	-00	-121	-005	-0	664	OTHER MINOR EQUIP.	2	-1200	-431	-00	-121	-005	-0	607	HSHLD & JANITORIAL SUPPLIES	250.00
2	-1200	-431	-00	-121	-005	-0	664	OTHER MINOR EQUIP.	2	-1200	-431	-00	-121	-005	-0	609	AGRI & LANDSCAPING SUPPLIES	250.00
2	-1200	-431	-00	-121	-005	-0	664	OTHER MINOR EQUIP.	2	-1200	-431	-00	-121	-005	-0	855	LATE FEES	50.00
																		1,050.00

REASON: FUNDS NEEDED TO PAY OFF INVOICES AND PURCHASE PARTS FOR VEHICLES AND EQUIP.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-34649 **2. R.**

CC CONSENT

Meeting Date: 10/16/2012

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 10/12/12.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/09/2012 04:30 PM
Ana Galvan	Ana Galvan	10/12/2012 04:50 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Anthony Webber Started On: 10/09/2012 03:03 PM

Final Approval Date: 10/12/2012

DATE: October 15, 2012 **MEETING REQUEST DATE:** October 16, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

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	679	OTHER R&M SUPPLIES	2	1100	452	00	121	013	0	609	AGRI & LANDSCAPING SUPPLIES	102.60
2	1100	452	00	121	013	0	679	OTHER R&M SUPPLIES	2	1100	452	00	121	013	0	671	BLDG & OTHER STRUC R&M SUPP	29.56
																		132.16

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

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-34657 **2. S.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Pamela Hernandez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/12/12.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:10 AM
Ana Galvan	Ana Galvan	10/12/2012 04:38 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Pamela Hernandez Started On: 10/10/2012 08:29 AM

Final Approval Date: 10/12/2012

DATE: October 15, 2012 **MEETING REQUEST DATE:** October 16, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 2-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item 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-	432-	00-	121-	001-	0-	609	AGRI & LANDSCAPING SUPPL	2-	1100-	432-	00-	121-	001-	0-	613	SAFTEY SUPPLIES	$ 600.00
2-	1100-	432-	00-	121-	001-	0-	609	AGRI & LANDSCAPING SUPPL	2-	1100-	432-	00-	121-	001-	0-	622	ELECTRICITY	$ 1,500.00
																		2,100.00

REASON:

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-34673 **2. T.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2012 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-596-0-899

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

BUDGETARY IMPACT:

Funds available as of 10/12/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:25 AM
Ana Galvan	Ana Galvan	10/12/2012 04:23 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Marcie Jackson Started On: 10/10/2012 02:23 PM

Final Approval Date: 10/12/2012

DATE: October 10, 2012

2012
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

ACCOUNT NUMBER: 2-1312-431-00-122-596-0-899

AI-34673 10/16/12

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	RANCHO ESCONDIDO SUBD-CONTINGENCY	731	RANCHO ESCONDIDO SUBD-ROADS	$7,698.48
			TOTAL	$7,698.48

REASON:
Transfer is needed for construction completion of project.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34554 **2. U.**

CC CONSENT

Meeting Date: 10/16/2012

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 $324,624.84 as of 10/3/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 11:01 AM
Veronica Ortiz	Veronica Ortiz	10/12/2012 09:46 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Katia Garcia Started On: 10/03/2012 10:42 AM

Final Approval Date: 10/12/2012

DATE: October 3, 2012

2012
Transfer

AI-34554

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	432	EQUIP & VEH R&M SRV	$6,000.00
			TOTAL	**$6,000.00**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-34566 **2. V.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 Rd Maint. (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?: N

BUDGETARY IMPACT:

Funds available as of 10/11/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 03:15 PM
Ana Galvan	Ana Galvan	10/12/2012 09:51 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Katia Garcia Started On: 10/03/2012 02:55 PM

Final Approval Date: 10/12/2012

DATE: October 3, 2012

2012
Transfer

AI-34566

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	671	BLDG & OTHER STRUC R&M SUP	$400.00
			TOTAL	$400.00

REASON:

Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-34695 **2. W.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 C.O.'s 2010 A & B (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-452-00-122-054-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/12/12.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:51 AM
Ana Galvan	Ana Galvan	10/12/2012 04:22 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Katia Garcia Started On: 10/11/2012 08:39 AM

Final Approval Date: 10/12/2012

DATE: October 11, 2012

2012
Transfer

AI-34695

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
C.O.'s 2010 A & B

ACCOUNT NUMBER: 2-1342-452-00-122-054-0-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
719	LAND	739	OTHER STRUCTURES	$10,000.00
			TOTAL	$10,000.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-34652 **2. X.**

CC CONSENT

Meeting Date: 10/16/2012

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 $1,514.96 as of 10/9/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/09/2012 04:31 PM
Veronica Ortiz	Veronica Ortiz	10/12/2012 09:49 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Katia Garcia Started On: 10/09/2012 03:42 PM

Final Approval Date: 10/12/2012

DATE: October 9, 2012

2012
Transfer

AI-34652

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
899	CONTINGENCY	841	AID TO GOVT AGENCY	$501.73
			TOTAL	**$501.73**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-34628 **2. Y.**

CC CONSENT

Meeting Date: 10/16/2012

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 $447.91 as of 10/5/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2012 02:32 PM
Veronica Ortiz	Veronica Ortiz	10/12/2012 09:40 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Katia Garcia Started On: 10/05/2012 01:20 PM

Final Approval Date: 10/12/2012

DATE: October 5, 2012

2012
Transfer

AI-34628

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
452	BLDG ADD & RENOV	425	PEST CONTROL	$68.00

AI-34630 **2. Z.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 Admin. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/11/12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2012 02:58 PM
Ana Galvan	Ana Galvan	10/11/2012 04:47 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Katia Garcia Started On: 10/05/2012 02:37 PM

Final Approval Date: 10/12/2012

DATE: October 5, 2012

2012
Transfer

AI-34630

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2 ADMIN.

ACCOUNT NUMBER: 2-1200-431-00-122-005-0-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
743	OFFICE FURNITURE & EQUIPMENT	601	OFFICE & COMPUTER SUPPLIES	$3,000.00

AI-34646 **2. AA.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Comm. Joseph Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 10/09/12

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:06 AM
Veronica Ortiz	Veronica Ortiz	10/12/2012 09:41 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Veronica Lopez Started On: 10/09/2012 01:33 PM

Final Approval Date: 10/12/2012

DATE: October 15, 2012

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4 Rd. Maint

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

2012

Intradepartmental Transfer

AI- 34646

Contact Person: Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

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	Pct 4 Rd Maint.- Other	672	Pct4 Rd Maint- Equip & Veh R&M Supplies	$30,000.00
890	Pct 4 Rd Maint.- Other	673	Pct4 Rd Maint- R&B R&M Supplies	$8,000.00
890	Pct 4 Rd Maint.- Other	664	Pct4 Rd Maint- Other Minor Equip	$2,000.00
890	Pct 4 Rd Maint.- Other	432	Pct4Rd Maint- Equip & Veh R&M Srv	$1,999.20
			TOTAL	**$41,999.20**

REASON:
Transfer needed to fund supplies and equipment needs for rd. maint. projects.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34658 **2. BB.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Comm. Joseph Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 10/10/12

Attachments

Pct 4 Parks LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:12 AM
Veronica Ortiz	Veronica Ortiz	10/12/2012 10:09 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Veronica Lopez Started On: 10/10/2012 09:16 AM

Final Approval Date: 10/12/2012

DATE: October 15, 2012

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Parks

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

2012
Intradepartmental Transfer

AI- 34658

Contact Person: Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

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
741	Pct4 Parks- Vehicle	540	Pct4 Parks- Advertising	$2,000.00
			TOTAL	**$2,000.00**

REASON:
Transfer needed to fund adverstising needs for Pct. 4 parks.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34516 **2. CC.**

CC CONSENT

Meeting Date: 10/16/2012

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. #: 2-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/12/12.

Attachments

Line Item Transfer

Uniform Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2012 03:45 PM
Ana Galvan	Ana Galvan	10/12/2012 03:35 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Nayla Munoz Started On: 09/28/2012 03:35 PM

Final Approval Date: 10/12/2012

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 28, 2012

DEPARTMENT HEAD: J. E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

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

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
613	Safety Supplies	**605**	Clothing & Uniforms	**$696.93**
640	Reference Materials	**605**	Clothing & Uniforms	**$312.00**
611	Police Supplies	**619**	Other Misc Supplies	**$80.00**
611	Police Supplies	**346**	Hauling & Freight Service	**$100.00**
			TOTAL	**$1,188.93**

REASON: Transfer is needed to purchase uniform pants, drop cable and to pay freight charges.

JOEL RIVERA *for Constable J. E. Guerra* — DATE

APPROVED COMMISSIONERS' COURT — ATTEST COUNTY CLERK

UNIFORMED OFFICERS

DRESS STANDARDS

6.01 All uniforms will be worn:

A. The regulation uniform as prescribed by the Department.

1. Deputies must wear the uniform as prescribed by the Constable.

2. Only class "A" uniforms (long sleeves, felt hats and tie) shall be worn at official functions and/or funerals unless otherwise specified by the Constable or his designee.

3. When a class "A" uniform is not required, deputies may wear class "B", "C" or "D" per the instructions of the Chief Deputy or Constable. Wearing a tie with the long sleeve shirt is optional when a class "A" uniform is not required.

4. The following descriptions shall clarify the uniform classes:

a. Class "B" uniform is a short sleeve or long sleeve uniform shirt with standard uniform pants.

b. Class "C" uniform is a short sleeve uniform shirt with the tactical style uniform pant.

c. Class "D" uniform is a department polo shirt with the tactical style uniform pant.

B. Clean and neatly pressed.

C. Neatly tailored.

D. Maintained in good repair.

E. Gold metal accessories will be worn by supervisors. Silver metal accessories will be worn by deputies.

6.02 Footwear will be:

A. Clean and neatly polished.

B. In good repair.

C. Plain-toed boots or shoes that hold their form (black in color).

D. No wing-tips or designs allowed.

E. No western style boots unless it is plain-toed (black in color).

F. No tennis or recreational type boot or shoe allowed unless they are specifically designed for law enforcement use such as swat or tactical type boot or shoe (black in color).

6.03 Leather / Nylon Accessories

All accessories will be black in color with matching smooth or basket weave design (leather). They will be neatly polished and maintained in good repair and working order.

A. Ranger Style or Nylon Belt (Nylon Belt is to be worn with Class "C" or "D" uniforms only.)

B. Holster

1. Open Style.

2. Suitable to the caliber of weapon carried.

C. Keepers

1. Not less than two or more than five may be worn.

D. Cuff Case, single or double

1. Covered.

2. Not more than two may be worn.

E. Knife Case

1. Covered style.

2. Only one may be worn.

F. Bandolier (Only one type may be worn)

1. One clip case for automatics.

G. Flashlight holder

1. Only one may be worn.

H. Mini flashlight and case.

I. Surgical glove pouch may be attached to belt (approximately 3"x 4").

J. Mobile / Pager may be worn.

K. If certified to carry, a Taser may be worn in a holster on the belt.

L. If certified to carry, O.C. Spray may be worn in a holster on the belt.

M. Expandable Baton (only) may be worn providing the officer has completed training and maintains certification as set by the Department.

N. NADY recorder pouch.

6.04 Uniform Hat

The approved uniform hat may be worn at all times except when within the confines of a vehicle or building. The approved uniform hat shall be worn at all official functions or as designated by the Constable. Hats shall not be stored in cars. Care should be taken to preserve the condition of all hats. Felt hats should be kept in their original boxes at the officer's residence when not in use.

6.05 Jackets

Department issued jackets may be worn with the uniform or without as approved by the Constable.

6.06 Rain gear

A. The department shall issue rain gear. Only department issued rain gear is approved for use.

B. Black rubber boots may be worn during inclement weather or when conditions necessitate.

6.07 Extraneous Equipment

A. Name plate will be worn 1/16" above the right pocket flap with the uniform at all times.

B. Employees may wear 2 certification pins (i.e. master patrolman, traffic investigators, etc.) above their name plate and a total of 2 award designation or specialty pins or a combination thereof above their certification pins.

C. Employees may wear approved longevity pins on their right pocket (one star for every 5 years as a commissioned peace officer).

D. Employees will wear department issued collar pins ¼" above the bottom of collar and 1 ¼ from the point of the collar.

E. Only the approved department badge pin will be worn as a tie tack.

F. Badge will be visible on uniform at all times.

G. No excessive jewelry may be worn with uniform.

H. Metal uniform accessories will be kept clean and polished at all times and shall be color coordinated.

I. Sunglasses and watches, if worn, will be neutral in color and compatible with the uniform.

AI-34702 **3. A.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Noe Montez, Pct. 1 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 Mile 2 E (BUS83-M6N), program #104, in the amount of $55,000.00 to fund road reconstruction expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

program #041 Pct. 1 Roads --> program #104 Pct. 1 Mile 2E(BUS 83-M6N) in the amount of $55,000.00 to fund road reconstruction.

Funds available as of 10-11-12.

Attachments

Pct. 1 Mile 2 E interdept transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	10/12/2012 09:45 AM
Budget & Management	Merlen P. Munoz	10/12/2012 10:22 AM
Sylvia Solis	Sylvia Solis	10/12/2012 11:21 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Ivan Cantu Started On: 10/11/2012 11:34 AM

Final Approval Date: 10/12/2012

DATE: October 16, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

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

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

2012

Interdepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
2-1342-431-00-121-041-0- 731	CO 2010 A & B-Pct. 1 Roads-	Roads	(55,000.00)
TO:			
2-1342-431-00-121-104-0- 731	CO 2010 A & B-Pct. 1 Mile 2E (BUS 83-M6N)-	Roads	55,000.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund road reconstruction for the Mile 2E (BUS83-M6N) in the Pct. 1 area.

DEPARTMENT HEAD SIGNATURE

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

AI-34631 **3. B.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 CO's (1342):
Approval of 2012 interdepartmental transfer within C.O.'s (2010 A&B) Fund 1342 from program (039) to program (054) in the amount of $100,000.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-XXX-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available $791,287.34 as of 10/11/12.

Attachments

Interdept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:41 AM
Roland Garcia	Rolando Garcia	10/12/2012 08:13 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Katia Garcia Started On: 10/05/2012 02:49 PM

Final Approval Date: 10/12/2012

DATE: October 11, 2012

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
C.O.'s

ACCOUNT NUMBER: 2-1342-XXX-00-122-XXX-X-XXX

2012
TRANSFER
AI-34631

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		
2-1342-431-00-122-039-1-733	CO2010A&B-PCT2 C CHVZ-ICA PSJA&ALAMO-DRAINAGE	($100,000.00)
TO		
2-1342-452-00-122-054-0-739	PCT2 LOPEZVILLE PARK-OTHER STRUCTURES	$100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT CESAR CHAVEZ-ICA PSJA&ALAMO into LOPEZVILLE PARK to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-34727 **3. C.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 C.O.'s (1342):
Approval of 2012 interdepartmental transfer within C.O.'s Fund 1342 from program (039) to program (027) in the amount of $2,118.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available $791,287.34 as of 10/12/12.

Attachments

Interdep Trf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	10/12/2012 09:54 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Katia Garcia Started On: 10/12/2012 08:53 AM

Final Approval Date: 10/12/2012

DATE: October 12, 2012

2012
TRANSFER
AI-34727

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
C.O.'s

ACCOUNT NUMBER: 2-1342-431-00-122-XXX-X-XXX

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		
2-1342-431-00-122-039-1-733	CO2010A&B-PC2 C CHVZ-ICA PSJA&ALAMO-DRAINAGE DITCH	($2,118.00)
TO		
2-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD (MOORE-BALLI)-ROADS	$2,118.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT 2 CESAR CHAVEZ-ICA PSJA&ALAMO into PCT 2 TOWER RD (MOORE-BALLI) PROJECT to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-34654 **3. D.**

CC CONSENT

Meeting Date: 10/16/2012

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 (596) in the amount of $6,292.57

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available $124,624.84 as of 10/12/12.

Attachments

Interdept Trans

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/09/2012 04:38 PM
Roland Garcia	Rolando Garcia	10/12/2012 08:17 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Katia Garcia Started On: 10/09/2012 04:31 PM

Final Approval Date: 10/12/2012

DATE: October 9, 2012

2012
TRANSFER
AI-34654

DEPARTMENT HEAD: Hector "Tito" Palacios

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

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

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	PCT.2 RD MAINT-OTHER	($6,292.57)
TO		
2-1200-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	$6,292.57
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from PCT 2 R&B into RANCHO ESCONDIDO SUBD for projected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-34526 **3. E.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):
Approval of 2012 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to Dickerson Pond (program 048 - $35,711.10), and to North Branch Drain (program 049 - $8,792.44) in the total amount of $44,503.54 to fund September 2012 Drainage - Labor (PP#18&19) & Fuel Reimbursements.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available as of 10-2-12
2-1342-431-00-124-036-0-890 --> 2-1342-431-00-124-0XX-0-733 $44,503.54
To fund September 2012 Drainage Labor & Fuel reimbursements.

Attachments

interdept transfer

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	10/11/2012 01:10 PM
Budget & Management	Merlen P. Munoz	10/11/2012 01:13 PM
Perla Lopez	Perla Lopez	10/12/2012 09:13 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Manuel Chapa Started On: 10/01/2012

Final Approval Date: 10/12/2012

DATE: October 5, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1342)

AI# 34526

ACCOUNT NUMBER: 2-1342-431-00-124-XXX-0-XXX

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
2-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHER	(44,503.54)
2-1342-431-00-124-048-0-733	CO2010A&B-PCT4 DICKERSON POND-DRAINAGE DITCHES	35,711.10
2-1342-431-00-124-049-0-733	CO2010A&B-PCT4 NORTH BRANCH DRAIN-DRAINAGE DITCHES	8,792.44
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to programs 048 & 049 to fund Labor (PP 18 &19) and Fuel Pct#4 Drainage Improvement Reimbursements. for the month of September 2012.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-34636 **3. F.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. # 4 (1100):
Approval of 2012 interdepartmental transfer from Pct. 4 Parks (program 009) to Pct. 4 CRC (program 077) in the amount of $360.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-00-124-0XX-0-XXX

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

BUDGETARY IMPACT:

2-1100-452-00-124-009-0-741 --> 2-1100-466-00-124-077-0-780 $360.00
Funds available as of 10/05/12

Attachments

interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/09/2012 04:34 PM
Manuel Chapa	Manuel Chapa	10/10/2012 11:23 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Veronica Lopez Started On: 10/05/2012 03:55 PM

Final Approval Date: 10/12/2012

DATE: October 15, 2012

2012
Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI-34636

ACCOUNT NUMBER: 2-1100-4XX-00-124-0XX-0-7XX

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

Contact: Veronica Lopez
Ph#: 956-383-3112 Ext. 4019

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:		
2-1100-452-00-124-009-0-741	**PCT4 Parks- Vehicles**	**($360.00)**
To:		
2-1100-466-00-124-077-0-780	**PCT4 CRC- Capital Leases**	**$360.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to cover CRC Xerox expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ____/____/____

ATTEST COUNTY CLERK

AI-34676 **3. G.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: COMM. PCT. #3

Information

CAPTION

C.O. 2010 A&B (1342):
Approval of 2012 interdepartmental transfer from C.O. 2010 A&B Admin. Facility to C.O. 2010 A&B Liberty/TomGil(US83-FM2221) in the amount of $2.36.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-089-0-720

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

BUDGETARY IMPACT:

Available funds as of 10/11/12 are $209,258.62.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:29 AM
Perla Lopez	Perla Lopez	10/12/2012 09:05 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Norma Ceballos Started On: 10/10/2012 03:29 PM

Final Approval Date: 10/12/2012

INTER-DEPARTMENTAL TRANSFER

DATE: October 16, 2012

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 2-1342-431-00-123-XXX-0-7XX

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

AI - 34676

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
2-1342-431-00-123-089-0-720	CO2010A&B-Pct3 Admin Facility-Buildings	**(2.36)**
TO:		
2-1342-431-00-123-100-0-731	CO2010A&B-Pct3 Lbrty/T.Gil(US83-FM2221)-Rd	**$ 2.36**
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund expenditures for Liberty/TomGill Rd. Project.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-34514 **3. H.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Certificate of Obligation Series 2010 A&B (1342):
Approval of 2012 interdepartmental transfer within the Certificate of Obligation Series 2010 A&B, from the Mediplex Building (program 044) to the Modular Courtroom Project (program 048) in the amount of $78,935.42 to fund a portion of the finish of the interior of modular buildings, and into the Sheriff Substation in Precinct 1 (program 036) in the amount of $2,600.96 to fund the materials testing for the substation parking lot.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 2-1342-4XX-X0-2X0-0XX-0-7XX

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

BUDGETARY IMPACT:

From 2-1342-419-40-220-044-0-720 into 2-1342-419-40-220-048-0-720
and 2-1342-423-00-280-036-0-739 in the amounts of $78,935.42 and $2,600.96 (respectively). Funding available for transfer as of 10/03/12.

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/28/2012 03:44 PM
Olga Garza	Olga Garza	10/03/2012 04:20 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Dale Kennan Started On: 09/28/2012 03:05 PM

Final Approval Date: 10/12/2012

DATE: Tuesday, October 09, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management for the Certificate of Obligation Series 2010 A&B (1342)

ACCOUNT NUMBER: 2-1342-4XX-X0-2X0-0XX-0-7XX

CONTACT PERSON: Rey Salazar **Ph#:** (956) 292-7025 Ext. 5426

Submitted By: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

SUBJECT: **Interdepartmental 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 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
2-1342-419-40-220-044-0-720	CO2010A&B-MEDIPLEX-BUILDINGS	(71,222.38)
2-1342-419-40-220-048-0-720	CO2010A&B-COURTS MODULAR-BUILDINGS	$68,621.42
2-1342-423-00-280-036-0-739	CO2010A&B-SHERIFF-SUBST PCT1-OTHER STRUCTURES	$2,600.96
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO2010A&B-MEDIPLEX-BUILDINGS into CO2010A&B-COURTS MODULAR-BUILDINGS and CO2010A&B-SHERIFF-SUBST PCT1-OTHER STRUCTURES in the total amount of $71,222.38 to fund ongoing projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-34485 **3. I.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Jail Landmark (1100):
Approval of 2012 interdepartmental transfer from Jail (program 002) to Jail Landmark (program 086) in the amount of $42,000.00.

BACKGROUND

The amount of $42,000.00 in connection to the Landmark case was previously transferred to the Jail Budget on CC Agenda of 04/10/12 (AI#31806).

Jail Landmark Account No. 2-1100-423-21-280-086-0 has been set up for the accountability of expenditures relating to the repairs and maintenance of the Jail with regards to the Landmark settlement awarded funds.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

Funds are available in 2-1100-423-21-280-002-0-XXX as of 09/27/12.

Attachments

Interdept.Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/27/2012 03:03 PM
Budget & Management	Merlen P. Munoz	09/27/2012 03:26 PM
Manuel Chapa	Manuel Chapa	09/27/2012 04:05 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Emilia Uriegas Started On: 09/27/2012 12:05 PM

Final Approval Date: 10/12/2012

DATE: **September 27, 2012**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Jail/Jail Landmark**

ACCOUNT NUMBER: **2-1100-423-21-280-XXX-0-XXX**

SUBJECT **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Governmen Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
FROM	
2-1100-423-21-280-002-0-431	Jail--Building & Other Structures Repair & Maintenance Services
2-1100-423-21-280-002-0-442	Jail--Equipment & Vehicle Rentals
2-1100-423-21-280-002-0-671	Jail--Building & Other Structures Repair & Maintenance Supplies
TO	
2-1100-423-21-280-086-0-431	Jail Landmark--Bldg. & Other Structures Repair & Maintenance Services
2-1100-423-21-280-086-0-442	Jail Landmark--Equipment & Vehicle Rentals
2-1100-423-21-280-086-0-671	Jail Landmark--Bldg. & Other Structures Repair & Maintenance Supplies

TOTAL APPROPRIATIONS

REASON: **To transfer amounts previously budgeted under the Jail Budget to new account set up for accountability of expenditures (jail repairs) relating to Landmark settlement awarded funds.**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

ıt Code,

AMOUNT
(23,450.00)
(10,500.00)
(8,050.00)
23,450.00
10,500.00
8,050.00
0.00

AI-34542 **3. J.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Approval of 2012 Inter-Departmental Transfer from Fire Marshal-Other (890) to Edcouch FD-AID TO GOVT Agency (005) $5,000 and to Pharr FD-AID-TO GOVT Agency (017) $5,000 for the total amount of $10,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1100-422-10-300-001-0-890

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

BUDGETARY IMPACT:

available balance as of 10/11/12.

Attachments

Inter-Dept Transfer.10-16-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/02/2012 03:54 PM
Roland Garcia	Rolando Garcia	10/11/2012 08:38 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Yolanda Orozco Started On: 10/02/2012 03:45 PM

Final Approval Date: 10/12/2012

DATE: October 16, 2012

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 1-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco Telephone No: 956/318-2656

SUBJECT: Inter-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 Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
2-1100-422-10-300-001-0-890	Fire Marshal-Other	(10,000.00)
TO:		
2-1100-422-20-300-005-0-841	Edcouch FD-AID TO GOVT Agency	5,000.00
2-1100-422-20-300-017-0-841	Pharr FD-AID TO GOVT Agency	5,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$0.00

REASON: Transfer from one account to another to cover expenditure of Fire Calls.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-34738 **2012 Interdepartmental Transfers 3. K.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Constable Precinct No. 4- JE Guerra **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Precinct No. 4 (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Constable Precinct No. 4 in the amount of $178,726.00 to fund the purchase of vehicles (Four (4) new or newer 2013 Chevrolet Tahoe's).

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

To fund purchase of 4 new 2013 Chevy Tohoes for Constable Pct. 4, refer to AI #34723, CC 10-16-12.

Funds available as of 10-12-12.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2012 02:51 PM
Ivan Cantu	Ivan Cantu	10/12/2012 03:06 PM
Purchasing Department	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Rosie Cantu Started On: 10/12/2012 02:15 PM

Final Approval Date: 10/12/2012

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: October 12, 2012

2012
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CONST PCT 4

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
2-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(178,726.00)
TO:		
2-1100-421-00-294-001-0- 741	CONSTABLE PCT NO. 4- VEHICLE	178,726.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: INTERDEPARTMENTAL TRANSFER TO FUND: THE PURCHASE OF FOUR (4) NEW OR NEWER 2013 CHEVROLET TAHOES. REF AI 34723 CC 10/16/12.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-34741 **3. L.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO 2009 B&C (1341):
Approval of 2012 interdepartmental transfer from various accounts within the Certificate of Obligation Series 2009 (1341) into a newly created account in the total amount of $621,824.10 to fund Phase 1 of the 10th Street Extension Project within Precinct 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 2-1341-431-50-115-0XX-0-XXX

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

BUDGETARY IMPACT:

From 078-0-711, 079-0-733, 079-0-890, 080-0-741 & 080-0-742 in the amounts of $32,493.13, $172,378.96, $300,600.00, $8,071.00 & $108,280.91 (respectively) and transfer the funds into the new account number 2-1341-431-50-115-049-0-731. Funding available for transfer as of 10/12/12.

Attachments

Revised Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/12/2012 04:20 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Dale Kennan Started On: 10/12/2012 04:00 PM

Final Approval Date: 10/12/2012

DATE: Tuesday, October 16, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management for the Certificate of Obligation Series 2009 B&C (1341)

ACCOUNT NUMBER: 2-1341-431-X0-1XX-0XX-0-XXX

CONTACT PERSON: Rey Salazar **Ph#:** (956) 292-7025 Ext. 5426

Submitted By: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:
I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, C

ACCOUNT NUMBER	ACCOUNT NAME
2-1341-431-50-115-078-0-711	CO2009B&C-RAYMONDVILLE-ROW
2-1341-431-50-115-079-0-733	CO2009B&C-J-09 PROJECT-DRAINAGE DITCHES
2-1341-431-50-115-079-0-890	CO2009B&C-J-09 PROJECT-OTHER
2-1341-431-50-115-080-0-741	CO2009B&C-DD#1-VEHICLES
2-1341-431-50-115-080-0-742	CO2009B&C-DD#1-HEAVY EQUIPMENT
2-1341-431-00-124-030-0-711	CO2009B&C-PCT4 10TH ST(SH107-FM1925)-ROW

TOTAL BUDGET INCREASE (DECREASE)

REASON:

Transfer from various acounts within the Cerificate of Obligation Series 2009 (1341) into CO2009B&C-PCT4 10TH ST(SH107-FM1
the the Precinct 4 10th Street Extension Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

111.070, Item C (2).

Chapter 111, § 111.070, Item C (2).

INCREASE (DECREASE) AMOUNT
(32,493.23)
($172,378.96)
($300,600.00)
($8,071.00)
($108,280.91)
$621,824.10
0.00

1925) in the total amount of $621,824.10 to fund

ATTEST COUNTY CLERK

AI-34739 **3. M.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Texas Agrilife Ext (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Texas Agrilife Ext in the amount of $9,500.00 to fund operating expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available in Co. Wide Adm.-Contingency as of 10/15/12.

2-1100-415-00-115-002-0-899 --> 2-1100-461-00-380-001-0-XXX

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)		
Budget & Management		
Auditor's Office		

Form Started By: Erika Zamora Started On: 10/12/2012 02:38 PM

DATE: October 16, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Texas Agrilife Ext

ACCOUNT NUMBER: 2-1100-4XX-00-XXX-00X-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			
2-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(9,500.00)
TO			
2-1100-461-00-380-001-0- 432	TX AGRILIFE	EQUIP & VEH R&M SRV	3,000.00
2-1100-461-00-380-001-0- 535	TX AGRILIFE	POSTAGE	1,000.00
2-1100-461-00-380-001-0- 601	TX AGRILIFE	OFFICE & COMPUTER SUPPL	2,500.00
2-1100-461-00-380-001-0- 626	TX AGRILIFE	GASOLINE/DIESEL	2,000.00
2-1100-461-00-380-001-0- 665	TX AGRILIFE	MINOR COMPUTER EQUIPMENT	1,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund request submitted by department for additional funding for operating expenditures.

SIGNATURE

/ /

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

AI-34667 **4. A.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Pct 1 Water Service Availability 10-16-12

Pct 1 Cert Plat & Utility Status 10-16-12

Pct 2 & 4 Cert Plat & Utility Status 10-16-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 08:20 AM
Olga Garza	Olga Garza	10/12/2012 01:07 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Irma Castillo Started On: 10/10/2012 12:12 PM

Final Approval Date: 10/12/2012

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	FRANCISCO VILLARREAL	1-9024
2.	JORGE MARTINEZ	1-9416
	COMM. COURT: OCTOBER 16, 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: 1-9024

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

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		EKSOTY
Date Approved:	/ /	10/5/12

Name: Francisco J. Villarreal

Address: 9919 N. Mile 6 W.
Weslaco, Tx 78596

Phone: (956) 463-9548

Water Supplier: NAWSC

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

Account/ESI No.: 127417-007

[ ] Temporary Pole [✓] Permanent Service

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

~~Alamo #10~~ (Being .60 Acres Tract of land, Ft #275 Out of West Tract Subd.) tract #4 ,

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

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

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

-OR-

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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: 1-9024

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

Francisco Javier Villarreal,

Known to me [*or* proved to me in the oath of ~~(ID)~~ 10850963 D.L. FROM MEXICO *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:
~~Olivarez #40~~ W BEING .60 ACRES TRACT OF LAND, West tract # 275 Tract 4."

[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."

Francisco J. Villarreal (Signature)

SUBSCRIBED AND SWORN TO before me on September 24, 2012, to certify which, witnesses my hand and seal of office.

LEONEL NAJERA
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9024
May. 30, 2012

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

O3000-10-000-0010-02

[1] OWNER: ~~TREVINO, ERNESTO~~ Raquel Contreras C/P
~~413 N MISSOURI~~
~~WESLACO TX~~ 78596-5274
Telephone No. 97-5515

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 850 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
OLIVAREZ #10 E153'-W452.33'-LO
T 10 0.61AC

LOCATION: 0 12N AND 3 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $28,000

[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' REAR 6' FINISH FLOOR ELEV.
18" ABOVE NATURAL GROUND

Prepared by — 5/30/12 Date

Gilbert Reyna — 5/30/12 Date
Approved by

X _____ — X 5/30/12 Date
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: 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.

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 DRIVERS LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: August 17, 2012

Grantor: Raquel Castorena

Grantor's Mailing Address:

P.O. Box 1177
Weslaco, TX 78596
Hidalgo County

Grantee: Francisco Javier Villarreal

Grantee's Mailing Address:

9919 N Mile 6 West
Weslaco, TX 78596
Hidalgo County

Consideration:

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

Property (including any improvements):

Being a 0.60 gross acre tract of land, more or less, out of and forming a part of a 2.396 acre tract of land out of the South 23.02 acres of land out of Farm Tract 275, West Tract Subdivision, Llano Grande Grant, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 34, 35, 36 and 37, map records of Hidalgo County, Texas; said 2.396 acre tract of land being the same land described by metes and bounds in a deed conveyance from Alfredo Trevino, and wife, Elodia Garza Trevino, to Ruth T. Donato, dated August 30, 1988, and recorded in Volume 2649, page 125, deed records of Hidalgo County, Texas; said 0.60 acre tract of land is more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch diameter iron pipe found on the Southwest corner of said Farm Tract 275 lying in the center of Mile 3 1/2 West Road; THENCE, as follows:

North, coincident with the West line of said Farm Tract 275, a distance of 660.0 feet pass a cotton picker spindle found on the Southwest corner of said 2.396 acre tract, at a distance of

832.69 feet in all to a cotton picker spindle found on the Northwest corner of said 2.396 acre tract; THENCE,

East, coincident with the north line of said 2.396 acre tract, a distance of 452.33 feet to a 1/2 inch diameter iron rod set for the Northwest corner and POINT OF BEGINNING of this herein described tract;

(1) THENCE, continuing with the North line of said 2.396 acre tract, a distance of 152.0 feet to a 1/2 inch diameter iron rod set on the Northeast corner of said 2.396 acre tract for the Northeast corner of this herein described tract;

(2) THENCE, South, coincident with the East line of said 2.396 acre tract, a distance of 30.0 feet pass a 1/2 inch diameter iron rod set on the South line of a 30.0 foot ingress-egress road easement, at a distance of 172.69 feet in all to a 1/2 inch diameter iron rod found on the Southeast corner of said 2.396 acre tract for the Southeast corner of this herein described tract;

(3) THENCE, West, coincident with the South line of said 2.396 acre tract, a distance of 152.0 feet to a 1/2 inch diameter iron rod set for the Southwest corner of this herein described tract;

(4) THENCE, North, at a right angle to the previous call and being along a line parallel to the West line of said 2.396 acre tract, a distance of 142.69 feet pass a 1/2 inch diameter iron rod set on the South line of a 30.0 foot ingress-egress road easement, at a distance of 172.69 feet in all to the POINT OF BEGINNING, containing 0.60 gross acres of land, more or less, of which the North 30.0 feet of this herein described tract are herein expressly reserved as an ingress-egress road easement.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All of record, to the extent still valid.

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

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

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

Signatures follow on next page.

Raquel Castorena

RAQUEL CASTORENA

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on Aug. 17, 2012, by Raquel Castorena.

AZENETH ACEVEDO
Notary Public, State of Texas
My Commission Expires
June 16, 2014

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
AFTER RECORDING RETURN TO:

Eugene R. Vaughan, III
JONES, GALLIGAN, KEY & LOZANO, L.L.P.
2300 West Pike Blvd., Suite 300
Weslaco, TX 78596
Tel: (956) 968-5402
Fax: (956) 968-6089

File No. 93-188
Tract #4

DOC# 329468

GIFT WARRANTY DEED

Date: June 21, 1993

Grantor: ALFREDO R. TREVINO, a single man

Grantor's Mailing Address: 413 N. Missouri, Weslaco, Hidalgo County, Texas 78596

Grantee: GUILLERMO SAN MIGUEL, SR., as his sole and separate property

Grantee's Mailing Address: 1402 E. 2nd St., Weslaco, Hidalgo County, Texas 78596

Consideration: The love and affection which I have for my adopted son.

Property (including any improvements):

SEE THE ATTACHED EXHIBIT "A"

Reservations from and Exceptions to Conveyance and Warranty:

All of Record

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 to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

Alfredo R. Treviño
ALFREDO R. TREVINO

STATE OF TEXAS *
*
COUNTY OF HIDALGO *

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 21st day of June, **1993**, by **ALFREDO R. TREVINO.**

Kenneth Acevedo
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

SARA L. TIPPIT
611 International Ave.
Weslaco, Texas 78596

PREPARED IN THE LAW OFFICE OF:

SAME

SALINAS & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
1013 SYCAMORE - MCALLEN, TEXAS
*682-9081 ** 682-9251*

METES AND BOUNDS DESCRIPTION: *TRACT 4*

BEING A 0.60 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF A 2.396 ACRE TRACT OF LAND OUT OF THE SOUTH 23.02 ACRES OF LAND OUT OF FARM TRACT 275, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 34, 35, 36 AND 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 2.396 ACRE TRACT OF LAND BEING THE SAME LAND DESCRIBED BY METES AND BOUNDS IN A DEED CONVEYANCE FROM ALFREDO TREVINO, AND WIFE, ELODIA GARZA TREVINO, TO RUTH T. DONATO, DATED AUGUST 30, 1988, AND RECORDED IN VOLUME 2649, PAGE 125, DEED RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.60 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 3/4 INCH DIAMETER IRON PIPE FOUND ON THE SOUTHWEST CORNER OF SAID FARM TRACT 275 LYING IN THE CENTER OF MILE 3 1/2 WEST ROAD; THENCE, AS FOLLOWS:

NORTH, COINCIDENT WITH THE WEST LINE OF SAID FARM TRACT 275, A DISTANCE OF 660.0 FEET PASS A COTTON PICKER SPINDLE FOUND ON THE SOUTHWEST CORNER OF SAID 2.396 ACRE TRACT, AT A DISTANCE OF 832.69 FEET IN ALL TO A COTTON PICKER SPINDLE FOUND ON THE NORTHWEST CORNER OF SAID 2.396 ACRE TRACT; THENCE,

EAST, COINCIDENT WITH THE NORTH LINE OF SAID 2.396 ACRE TRACT, A DISTANCE OF 452.33 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR THE NORTHWEST CORNER AND *POINT OF BEGINNING* OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, CONTINUING WITH THE NORTH LINE OF SAID 2.396 ACRE TRACT, A DISTANCE OF 152.0 FEET TO A 1/2 INCH DIAMETER IRON ROD SET ON THE NORTHEAST CORNER OF SAID 2.396 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID 2.396 ACRE TRACT, A DISTANCE OF 30.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD SET ON THE SOUTH LINE OF A 30.0 FOOT INGRESS-EGRESS ROAD EASEMENT, AT A DISTANCE OF 172.69 FEET IN ALL TO A 1/2 INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID 2.396 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID 2.396 ACRE TRACT, A DISTANCE OF 152.0 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH, AT A RIGHT ANGLE TO THE PREVIOUS CALL AND BEING ALONG A LINE PARALLEL TO THE WEST LINE OF SAID 2.396 ACRE TRACT, A DISTANCE OF 142.69 FEET PASS A 1/2 INCH DIAMETER IRON ROD SET ON THE SOUTH LINE OF A 30.0 FOOT INGRESS-EGRESS ROAD EASEMENT, AT A DISTANCE OF 172.69 FEET IN ALL TO THE *POINT OF BEGINNING*, CONTAINING 0.60 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE NORTH 30.0 FEET OF THIS HEREIN DESCRIBED TRACT ARE HEREIN EXPRESSLY RESERVED AS AN INGRESS-EGRESS ROAD EASEMENT.

DATE: MAY 13, 1993

EXHIBIT "A"

RICARDO R. SALINAS, R.P.L.S. #2909

STATE OF TEXAS REGISTERED RICARDO R. SALINAS 2909 PROFESSIONAL LAND SURVEYOR

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: 1-9416

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

Upon the application of:

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

Name: Jorge Martinez

Address: P.O. Box 1127
Santa Rosa TX.
78593

Phone: (956) 756-8046

Water Supplier: ~~N/A~~ LW N.A.W.S.

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:

Ho-Tex Land & Irrg. Company ~~A~~ A 0.48 acre Parcel of land, more or less out of North 12.72 Acres,

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

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

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

-OR-

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date

PLANNING DEPARTMENT
County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9416

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

JORGE MARTINEZ ,

Known to me [*or* proved to me in the oath of 224558091 (TX. DL) *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:

MO-TEX LOT 14 BLK 97 A.48 Acre parcel of land more or less out of the North 12.72 Acres."

[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."

Jorge Martinez (Signature)

SUBSCRIBED AND SWORN TO before me on OCTOBER 5, 2013, to certify which, witnesses my hand and seal of office.

LEONEL NAJERA
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9416
Oct. 5, 2012

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

M5500-00-097-0014-00

[1] OWNER: MARTINEZ, JORGE

PO BOX 1127
SANTA ROSA, TX 78593
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 924 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
MO-TEX E100'-W200'-S209.88'-N4
19.76' .48AC.& W100'-E320'-S2
N419.76' LOT 14 BLK 97 0.48AC

LOCATION: 0 MONTE CRISTO & MILE 5 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:15' SIDES:6'
MIN. ELEV. ABOVE B.F.E 68.00

Prepared by _____ Date 10/5/12

Approved by _____ Date 9/24

/ Jorge Martinez
Signature of Owner or Applicant Date 10/5/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0275 Pct: 0

Community No.: 480334

Certification of Elevation Required: ✓ YES ___ NO 68.00 BFE

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

[NOTICE]

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

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

2526 - 343

Charge to: VLTC
GF No. 129,936

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

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT AS FILED IN MY OFFICE.
BY: _____ DEPUTY
HIDALGO COUNTY, TEXAS

WARRANTY DEED WITH VENDOR'S LIEN

Date: **July 1, 2012**

Grantor: **MOCKINGBIRD EXPRESS CONSTRUCTION, LLC, a Texas limited liability company**

Grantor's Address: **2104 Alexandra Drive, Weslaco, Hidalgo County, Texas 78596**

Grantee: **JORGE MARTINEZ, a single man**

Grantee's Address: **P. O. Box 1127, Santa Rosa, Hidalgo County, Texas 78593**

Consideration: **TEN DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a Note of even date that is in the principal amount of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), is executed by Grantee and is payable to the order of Grantor, MOCKINGBIRD EXPRESS CONSTRUCTION, LLC, a Texas limited liability company. The Note is secured by a vendor's lien retained in favor of Grantor, MOCKINGBIRD EXPRESS CONSTRUCTION, LLC, a Texas limited liability company, in this Deed and by a Deed of Trust of even date from Grantee to Gerardo E. Cavazos, Trustee**

Property (including any improvements):
A 0.48 acre parcel of land, more or less, out of the North 12.72 acres of Lot 14, Block 97, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 29, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes and more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of the North 12.72 acres of said Lot 14, thence West a distance of 220.0 feet to a 1/2 inch iron rod set for the Southeast corner of this tract and the point of beginning of this parcel herein described;

THENCE, West a distance of 100.0 feet to a 1/2 inch iron rod found for the Southwest corner;

THENCE, North a distance of 209.88 feet to a point for the Northwest corner;

THENCE, East a distance of 100.0 feet to a point for the Northeast corner;

THENCE, South a distance of 209.88 feet to the POINT OF BEGINNING.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. **Statutory easements, rules, regulations and rights in favor of Engleman Irrigation District.**
2. **Roadway as shown on the map and dedication of Missouri-Texas Land and Irrigation Company Subdivision, recorded in Volume 1, Page 29, Map Records of Hidalgo County, Texas.**
3. **Apparent easement for electric transmission line as evidence by over head line as shown on the survey prepared by Jose Mario Gonzalez, RPLS No. 5571, dated May 8, 2012, Job No. RIO 12 142.**
4. **Easements for canals, laterals, roadways, etc as shown by instrument dated January 4, 1928, recorded in Volume 291, Page 241, Deed Records of Hidalgo County, Texas.**
5. **Road easement as shown by instrument dated December 31, 1930, recorded in Volume 380, Page 298, Deed Records of Hidalgo County, Texas.**
6. **Utility as shown by instrument dated March 5, 1984, recorded in Volume 2070, Page 916, Official Records of Hidalgo County, Texas and as shown on the survey prepared by Jose Mario Gonzalez, RPLS No. 5571, dated May 8, 2012, Job No. RIO 12 142.**
7. **Utility and Road easements as shown by instrument dated November 17, 1987, recorded in Volume 2536, Page 556, Official Records of Hidalgo County, Texas.**
8. **Right of Way easement in favor of Hidalgo County as shown by instruments filed August 16, 1991, recorded in Volume 3119, Pages 697 and 700, Official Records of Hidalgo County, Texas, and as**

shown on the survey prepared by Jose Mario Gonzalez, RPLS No. 5571, dated May 8, 2012, Job No. RIO 12 142.

9. Mineral and/or royalty reservation contained in Deeds dated January 31, 1968, recorded in Volume 1195, Page 875; dated December 23, 1969, recorded in Volume 1255, Page 1471, and dated May 7, 1973, recorded in Volume 1363, Page 297, Deed Records of Hidalgo County, Texas.
10. Mineral and/or royalty reservation contained in Mineral Deed dated January 2, 1974, recorded in Volume 347, Page 697, Oil and Gas Records of Hidalgo County, Texas.
11. Mineral and/or royalty reservation contained in Deeds dated March 5, 1984, recorded in Volume 2070, Page 916, and dated November 17, 1987, recorded in Volume 2536, Page 556, Official Records of Hidalgo County, Texas.
12. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Pacific Securities Corp. to Arkansas Fuel Oil Company, dated January 6, 1941, recorded in Volume 38, Page 441, Oil and Gas Records of Hidalgo County, Texas.
13. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Helen Engelman Stegle and husband, M.T. Stegle to Western Natural Gas Company, dated February 20, 1948, recorded in Volume 75, Page 482, Oil and Gas Records of Hidalgo County, Texas.
14. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Helen Engelman Stegle to Hale Schaleben, dated May 10, 1965, recorded in Volume 297, Page 379, Oil and Gas Records of Hidalgo County, Texas. Said lease was assigned unto Humble Oil & Refining Company by instrument dated May 24, 1965, recorded in Volume 303, Page 972, Oil and Gas Records of Hidalgo County, Texas.
15. Visible and apparent easements on or across the property herein described.
16. Any portion of the property described herein within the limits or boundaries of Fransco Perales Drive a public or private roadway and/or highway.
17. Taxes for the year 2012, the payment of which Grantee assumes. Special assessments due to change of ownership and/or usage of the subject property, shall be the responsibility of Grantee.

GRANTEE ACCEPTS THE PROPERTY AS IS. BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM GRANTOR, 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, INCLUDING ANY PORTION OF THE PROPERTY BEING IN A FLOOD ZONE OR IN A LOW-LYING AREA THAT MAY FLOOD; (ii) THE SOIL CONDITIONS, DRAINAGE OR OTHER CONDITIONS EXISTING AT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENTAL POTENTIAL OR OTHERWISE; (iii) ALL WARRANTIES CREATED BY AN AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (iv) ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

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

MOCKINGBIRD EXPRESS CONSTRUCTION, LLC, a Texas limited liability company

By:_____
GERARDO E. CAVAZOS, Member

ACCEPTED BY GRANTEE:

Jorge Martinez
JORGE MARTINEZ

(ACKNOWLEDGMENTS)

State of Texas

County of Hidalgo

This instrument was acknowledged before me on the 13th day of July, 2012, by **GERARDO E. CAVAZOS, Member of MOCKINGBIRD EXPRESS CONSTRUCTION, LLC, a Texas limited liability company**, on behalf thereof, and in the capacity therein stated.

ZULEMA OCHOA
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-12-2013

Notary Public, State of Texas

State of Texas

County of Hidalgo

This instrument was acknowledged before me on the 13th day of July, 2012, by **JORGE MARTINEZ.**

ZULEMA OCHOA
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-12-2013

Notary Public, State of Texas

After Recording, Return To:
JORGE MARTINEZ
P. O. Box 1127
Santa Rosa, Texas 78593

VOL 2070 PAGE 916

B-1114—WARRANTY DEED—

95791

The State of Texas,
COUNTY OF Hidalgo

Know all Men by These Presents:

That ..Clyde O. Browning and Dorothy Browning, Husband and Wife,

of the County of Cameron State of Texas for and in consideration of the sum of

Ten and No/100 ($10.00) DOLLARS
and other valuable consideration
to the Undersigned in hand paid by Grantees herein named
the receipt of which is hereby acknowledged as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Hector B. Abrego and Enidina Abrego, Husband and Wife,

of the County of Harris State of Texas all that certain

Described real property in Hidalgo County, Texas, To Witt:

.48 acre parcel of land out of a survey of the North 12.72 acres of Lot 14, Block 97 of Las Mastenas Ranch Property of Missouri-Texas Land and Irrigation Company Subdivision, Hidalgo County, Texas. Track being more particularly described by metes and bounds as follows:

Commencing at the South East corner of this tract as shown on the Map thereof recorded in Volume 1, Page 29, of the Map of Records of Hidalgo County, Texas. West a distance of 220.0' to a point of beginning of this parcel herein described.

Thence, West a distance of 100.0' to a point for the South West corner. Thence, North a distance of 209.88' to a point for the North West corner. Thence, East a distance of 100.0' to a point for the North East corner. Thence, South a distance of 209.88' to the point of beginning and containing .48 acres of land, more or less.

SUBJECT TO: (1) Easements, rules, regulations and rights in favor of Hidalgo County Water Improvement District No. 6 and easements for roadways as shown on the map of the above described subdivision; (2) Easement for roadways in favor of the public across a 10 foot strip abutting all roads shown on the map of the above described subdivision recorded in Volume 1, Page 29, of the Map of Records, as reserved in deed dated December 31, 1930, recorded in Volume 380, Page 298, Deed Records; (3) Easement for canals, laterals and irrigation works, drainage ditches, roadways and all other purposes incidental to irrigation system or drainage system; and for all pipelines, electric light, telephone, telegraph poles, lines and systems as reserved in Deed dated January 4, 1928, recorded in Volume 291, Page 241, Deed Records and as amended by instrument dated January 11, 1974, recorded in Volume 1393, Page 814, Deed Records; (4) Oil, Gas and Mineral Lease executed by Helen Engelman Stegle to Hale Schaleben, dated May 10, 1965, recorded in Volume 297, Page 379, Oil and Gas Records, said lease having been assigned to Humble Oil and Refining Company; and (5) Taxes and assessments for the year 1983 and all subsequent years which grantees hereby assume and agree to pay. A easement of 27.5' running East and West along the North property line (5' utility and 22.5' roadway).

AND SUBJECT TO all oil, gas and other minerals have been heretofore reserved by prior grantors except 1/8th of the landowner's 1/8th royalty (being a 1/64 of all oil, gas and other minerals) as set forth in deed dated January 31, 1968, recorded in Volume 1195, Page 875, dated December 23, 1969, recorded in Volume 1255, Page 147, both in the Deed Records, and in Mineral Deed dated January 2, 1974, recorded in Volume 347, Page 697, Oil and Gas Records.

The 1/64 Royalty of all Oil, Gas and other Minerals have been reserved by the Grantor.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees their

heirs and assigns forever and we do hereby bind ourselves, our

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Grantees, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS hand at

this 5th day of March, A. D. 19 84

Witness at request of Grantor:

Clyde O. Browning

Dorothy Browning

STAMP 810

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Cameron

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clyde O. Browning & Dorothy Browning known to me to be the person s whose names subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of March, A. D., 19 84

(L. S.)

Cheryl Ann Manix

Notary Public in and for Cameron County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

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 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 , A. D., 19

(L. S.)

Notary Public in and for County, Texas.

ACKNOWLEDGMENT OF CORPORATION

THE STATE OF TEXAS,
COUNTY OF

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 as the act and deed of
of , Texas, and as the
thereof and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A. D., 19

(L. S.)

Notary Public in and for County, Texas.

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the day of , A. D., 19 at o'clock M. and was duly recorded by me on the day of , A. D., 19 in Vol. page , of the Records of Deeds of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas.

By Deputy.

B-1134

Warranty Deed

CLYDE & DOROTHY BROWNING

TO

HECTOR & EUDINA ABREGO

RETURN TO:

Hector Abrego
2313 Carolina
Baytown, Texas 77520

RECORDED

....., A. D., 19.....

In.....County Records

In Book ....., on Page.....

.....
County Clerk.

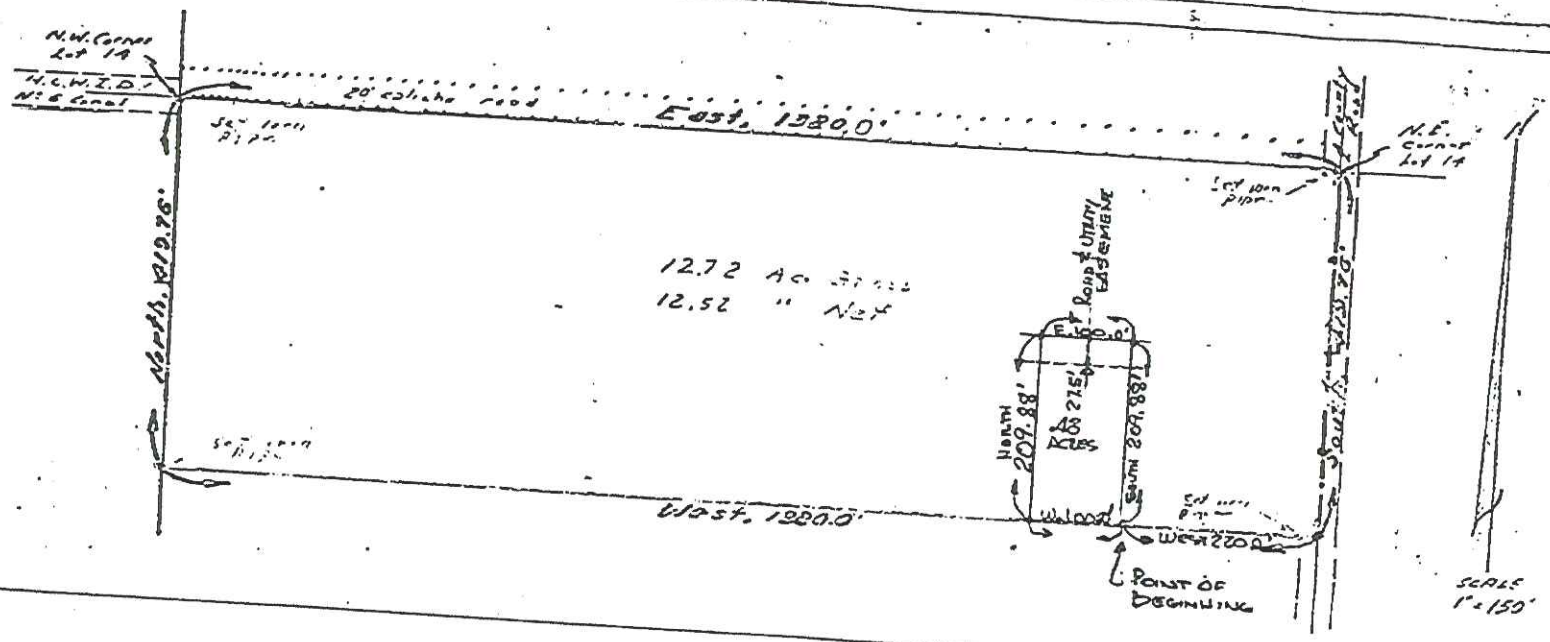
By.....
Deputy.

Recording Fee $.....

This instrument should be filed immediately with the County Clerk for record.

Clyde C. Browning

VOL. 2070 PAGE 918



PLAT

Of A Survey Of The North 12.72 Acres Of Lot 14, Section 97 Of The Las Mestenas Ranch Property Of The Missouri-Texas Land And Irrigation Company Subdivision, Hidalgo County, Texas.

I, John V. Mikels, Registered Public Surveyor, do hereby certify that the accompanying Plat is a true and correct representation of the property thereon described as same was surveyed by me on the ground.

August 4, 1977, Mission, Texas

John V. Mikels

STATE OF TEXAS
JOHN V. MIKELS
1400
REGISTERED PUBLIC SURVEYOR

VOL 2070 PAGE 921

FILED FOR RECORD

'84 DEC 14 PM 2 50

J. EDGAR RUIZ
COUNTY CLERK
HIDALGO COUNTY, TEXAS

95791

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	RAUL RODRIGUEZ	1-9405
2.	BEATRIZ HERRERA	1-9305
	COMM. COURT: October 16, 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: 1-9305

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: Beatriz Herrera

Address: 10602 calle de Pita monte Alto TX 78538

Phone: (956) 647-3383

Water Supplier: N.A.W.S

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

Account/ESI No.: 158496-004

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Lantana acres #6 lot #19,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11/01/07);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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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: 1-9305

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: Beatriz Herrera

Address: 10602 calle de pita Monte Alto

Phone: TX 78538 (956)647-3383

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

Lantana Acres #6 lot # 19

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Beat Herrera
Requesting Party (Signature)

10-9-12
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:

10/10/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9305
Aug. 31, 2012

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

L2845-06-000-0006-00

[1] OWNER: ~~HERNANDEZ~~ HERRERA, BEATRIZ LW
3204 RAMIRO GUERRA DR.
MERCEDES, TX. 78570
Telephone No. 363-8269

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD
[5] SIZE OF STRUCTURE: 800 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES #6 LOT 19

LOCATION: 0 2812 & JESUS FLORES

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE 6' REAR 35' WEST SIDE 10' FINISH
FLOOR OF ELEV. 18" CENTER OF STREET.

FLOR CASTILLO — Prepared by — 8/31/12 Date

JONATHAN (JD) RIOS — Approved by — 8/9/12 Date

Signature of Owner or Applicant — 8-31-12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

CORRECTED

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

)ate: March 2, 2012

2289897

;rantor: The Three Grandes, Ltd., a Texas Limited Partnership
;rantor's Mailing Address:
'.O. Box 959
:dinburg, Texas 78540

;rantee: BEATRIZ HERNANDEZ

irantee's Mailing Address (including county):
204 RAMIRO GUERRA DR.
IERCEDES, Texas 78570
idalgo County, Texas

onsideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby :knowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-One nousand Five Hundred Dollars and No Cents ($31,500.00), and is executed by Grantee, payable to the order of rantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of ust of even date to Carroll Whiteford, Trustee.

'operty (including any improvements):

Lot(s) 19, Lantana Acres No. 6 Subdivision, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas

:servations from and Exceptions to Conveyance and Warranty:

A lien securing a promissory note (the "Prior Note"), dated August 27, 2007, payable to the order of Texas State Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1806701. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
A lien securing a promissory note (the "Second Prior Note"), dated August 27, 2007, payable to the order of Santa Cruz Properties, Ltd., which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1806702. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Second Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
Visible and apparent easements on or across the subject property;
Rights of parties in possession;
Easements, rights-of-way, and prescriptive rights, whether of record or not;
All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
Rights of adjoining owners in any walls and fences situated on a common boundary;
Any discrepancies, conflicts, or shortages an area or boundary lines;
Any encroachments or overlapping of improvements;
All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
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;

hree Grandes, Ltd., a Texas Limited Partnership

iY: El Guy Loco, LLC, a Texas Limited Liability Company, General Partner

iY: _____
Richard W. Ruppert, President

(Acknowledgment)

tate of Texas
ounty of Hidalgo

This instrument was acknowledged before me on the 2nd day of ~~February~~ March 2012, by Richard W. Ruppert, resident of El Guy Loco, LLC, a Texas Limited Liability Company in its capacity of General Partner of The Three randes, Ltd., a Texas Limited Partnership.

Ana Vandever
otary Public, State of Texas

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

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

FTER RECORDING RETURN TO:

ne Three Grandes, Ltd.
O. Box 959
dinburg, Texas 78540

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: 1-9405

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: Raul Rodriguez.

Address: 4735 Black St. Weslaco Tx 78596

Phone: (956) 373-5590

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

Water Supplier: N.A.W.S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Resaca Escondida lot #18 ,

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 7/26/05);

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 _____);

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
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956-318-2844

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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: 1-9405

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: Raul Rodriguez.

Address: 4735 Black st
Weslaco Tx 78596

Phone: (956) 373-5590

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

Resaca Escondida lot #18

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 10/03/12

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:

10/10/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9405
Oct. 3, 2012

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

R2056-00-000-0018-00

[1] OWNER: RODRIGUEZ , RAUL
4735 BLACK ST.
WESLACO TX 78596

Telephone No. 373-5590

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,751 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
RESACA ESCONDIDA LOT 18
X-25

LOCATION: 0 FM 88 & MILE 14 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $65,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
__/__ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 25' REAR 20' SIDE 10' CORNERSIDE 15'
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 10-3-12

Approved by — Date: 10-3-12

Signature of Owner or Applicant — Date: 10/04/12

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.

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.

Warranty Deed with Vendor's Lien

Date: June 13, 2007

Grantor: GONZALES FAMILY LIMITED PARTNERSHIP a/k/a GONZALEZ FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

Grantor's Mailing Address:

GONZALES FAMILY LIMITED PARTNERSHIP
P. O. Box 4324
Brownsville, Texas 78523
Cameron County

Grantee: RAUL RODRIGUEZ AND VIVIANA RODRIGUEZ

Grantee's Mailing Address:

RAUL RODRIGUEZ AND VIVIANA RODRIGUEZ
5111 Virginia St.
Edinburg, Texas 78539
Hidalgo County

Consideration:

Cash and a note of even date TWENTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($25,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to PAUL HEMPHILL, trustee.

Property (including any improvements):

Lot Number Eighteen (18), RESACA ESCONDIDA SUBDIVISION, an Addition to the City of Elsa, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 48, Page 102, Map Records, Hidalgo County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. Restrictions recorded in Volume 1537, Page 364; Volume 1527, Page 508; and Volume 1784, Page 804, Deed Records; and Volume 48, Page 102, Map Records, Hidalgo County, Texas.

2. All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instrument recorded in Volume 1479, Page 658, Deed Records, Hidalgo County, Texas.

3. Oil, Gas and Mineral Lease dated June 14, 1984, recorded in Volume 2051, Page 951, and dated July 3, 1984, recorded in Volume 2051, Page 907, Oil and Gas Records, Hidalgo County, Texas.

4. Easement for Water Pipeline granted to North Alamo Water Supply Corporation, as set forth in instrument recorded in Volume 1260, Page 667, Deed Records, Hidalgo County, Texas (blanket).

5. Easements, rules, regulations and rights in favor of Hidalgo & Cameron Counties Irrigation District No. 9 (blanket).

6. Minimum floor elevation; twenty-five foot (25') minimum setback line along the front; twenty foot (20') or to easement line whichever is greater minimum setback line along the rear; ten foot (10') minimum setback line along the sides; ten foot (10') utility easement along the front and side adjoining street and thirty foot (30') easement across the rear; as per map or plat thereof recorded in Volume 48, Page 102, Map Records, Hidalgo County, Texas;

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

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

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

As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of Grantor's own negligence or the negligence of Grantor's representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the property.

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

GONZALES FAMILY LIMITED PARTNERSHIP a/k/a GONZALEZ FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, acting by and through its general partner, G T Estates, Inc., a Texas Corporation.

Abel Gonzales, Sr., President

STATE OF TEXAS)

COUNTY OF CAMERON)

This instrument was acknowledged before me on June 22, 2007, by Abel Gonzales, Sr., President of G T Estates, Inc., a Texas Corporation, general partner, on behalf of GONZALES FAMILY LIMITED PARTNERSHIP a/k/a GONZALEZ FAMILY LIMITED PARTNERSHIP, a Texas limited partnership.

Notary Public, State of Texas
My commission expires: _____

JUDITH L. WALKER
Notary Public, State of Texas
My Commission Expires
May 31, 2008

PREPARED IN THE OFFICE OF:

PAUL HEMPHILL
815 Ridgewood
Brownsville, Texas 78520
PHONE: (956) 546-5596
FAX: (956) 544-7201

AFTER RECORDING RETURN TO:

RAUL RODRIGUEZ AND VIVIANA RODRIGUEZ
5111 Virginia St.
Edinburg, Texas 78539

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Elisay Aranda	4-11817
2.	Christian Silva	4-11861
3.	Claudia Villegas	4-10886
4.	Jose Hernandez	4-11860
5.	Magdalenda Zamora	4-7819
6.	Orlando Lopez	2-1444
	COMM. COURT: October 16, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11617

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:	N	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		1460
Date Approved:	/ /	10 / 10 / 12

Name: Elisay Aranda

Address: 14718 Davis St. Edinburg Tx 78542

Phone: 956-588-9894

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Evergreen Valley Est #3 Lot-32,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 3/16/67);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11817

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: Elisau Arancla

Address: 14718 Davis St.
Edinburg Tx 78542

Phone: 956-588-9894

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

Evergreen Valley Est #3 lot #32

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) Date 10/10/12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
__/__ Other (describe) MT

This part to be filled out by receiving county official:

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

10-10-12
Date

County Official

Recorded On-2010-Apr-21 As-2095487

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

68

Date: March 18, 2010

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78542

2095487

Grantee: Elisay Aranda Medina
Grantee's Phone Number: (956) 588-9894
Grantee's Mailing Address (including county):
P. O. Box 1536
Donna, Texas 78537
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-Five Thousand Four Hundred Fifty and no/100's ($25,450.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 32, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703891. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703892. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and
14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

E.A.M

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

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

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the March 18, 2010, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

CYNTHIA L MARTINEZ
MY COMMISSION EXPIRES
June 3, 2010

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

E.A.M

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11817
Sep. 14, 2012

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

E8250-03-000-0032-00

[1] OWNER: MEDINA, ELISAY ARANDA

P.O.BOX 1536
DONNA, TX. 78537
Telephone No. 223-5767

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,552 Sq. Ft.

[6] USE OF BUILDING: RES X-25

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3 L-32

LOCATION: 0 DAVIS & SKINNER

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $90,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACK & REGULATION
FRONT 50' REAR 35 SIDES 6'
FINISH FLOOR ELEV 18" ABOVE GROUND

Adrian Hernandez — Prepared by — 9-14-12 Date

RL — Approved by — Date

Signature of Owner or Applicant — 9-14-12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 L Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11861
Oct. 9. 12

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Christian Silva

Address: 1300 E. Pine Avenue
Pharr TX 78577

Phone: 956 4085950

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lot 26 Seminole Valley #4 ,

on 10/8/12, 20 12, 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

08-09-05

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10/9/12);

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 ES Maria Cerda);

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

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 ES Maria Cerda)

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11861

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: Christian Silva

Address: 1300 E. Pine Avenue
Pharr Tx

Phone: 956 408 5950

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

lot 26 Siminole valley #4

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 10/8/12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

Date 10/10/12 — **County Official**

Doc-2337122

CHARGE San Jacinto Title Services-McAllen
GF# 23678 Closer CAS

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

Warranty Deed with Vendor's Lien

Date: August 21, 2012

Grantor: RAMIRO SOTO

Grantor's Mailing Address: P. O. Box 2447
San Juan, Hidalgo County, Texas 78589

Grantee: CRISTIAN G. SILVA

Grantee's Mailing Address: 1606 Omni Street, Apt. D
Pharr, Hidalgo County, Texas 78577

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of JERRY J. BOX in the principal amount of EIGHTEEN THOUSAND AND NO/100 DOLLARS ($18,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of JERRY J. BOX and by a first-lien deed of trust of even date from Grantee to CHANNING SLUSHER, Trustee.

Property (including any improvements):

Lot Twenty Six (26), SEMINOLE VALLEY #4 SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 48, Pages 146-148, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Document No. 1514643 and Document No. 1545544, Official Records and Volume 48, Pages 146-148, Map Records, Hidalgo County, Texas.

b. Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.'

c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 2, pursuant to applicable sections of the Texas Water Code.

d. Rights or claims by Hidalgo County Irrigation District No. 2 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

e. Twenty five foot (25') drainage swale easement across the rear as shown according to the map or plat thereof recorded in Volume 48, Pages 146-148, Map Records of Hidalgo County, Texas.

f. Fifteen foot (15') utility easement across the rear as shown according to the map or plat thereof recorded in Volume 48, Pages 146-148, Map Records of Hidalgo County, Texas.

u. Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the city holding extra-territorial jurisdiction of said property.

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

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

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

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

Ramiro Soto
RAMIRO SOTO

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 22nd day of August, 2012, by RAMIRO SOTO.

EDNA RODRIGUEZ
Notary Public
State of Texas
Comm. Exp. 05-26-2015

Edna Rodriguez
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE OFFICE OF:
SLUSHER & ASSOCIATES, PLLC
4900 NORTH TENTH, SUITE F-3
McALLEN, TEXAS 78504
GF#122423678

AFTER RECORDING RETURN TO:

CRISTIAN G. SILVA
1606 OMNI STREET, APT. D
PHARR, TEXAS 78577

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11861
Oct. 9, 2012

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

S2440-04-000-0026-00

[1] OWNER: SILVA, CHRISTIAN G.

1300 E. PINE AVE.
PHARR, TX. 78577
Telephone No. 907-2365

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,200 Sq. Ft.

[6] USE OF BUILDING: NEW RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINOLE VALLEY #4 L-26

LOCATION: 0 OWASSA & C. CHAVEZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $70,000

[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-46.97 REAR-40' SIDES-6'

Prepared by — Date: 10-9-12

Approved by — Date: 10-3-12

Signature of Owner or Applicant — Date: 10/9/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 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.

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: 4-10886
08-10-11

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	**Temporary Service**	~~Final Service~~
	Authorized Signature	**Authorized Signature**
Inspection/Permit No:		31873
Date Approved:	/ /	10/4/12

Name: Claudia Villegas

Address: 1423 Stallion St.
Edinburg, Tx 78542

Phone: 956-878-7971

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: Melissa Est. 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 03/26/08)

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

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 [signature] 10-3-12);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [signature] 10-3-12);

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

[signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: 4-108860
08-10-12
2011

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: Claudia Villegas

Address: 1423 Stallion St.
Edinburg, Tx 78542

Phone: 956-879-7971

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

Melissa Est. Lot #09

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[signature] 10/3/12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__X__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
_____ Other (describe) PMT 4-108860

This part to be filled out by receiving county official:

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

10/04/12
Date

[signature]
County Official

Warranty Deed with Vendor's Lien

112204

Date: AUGUST 23 , 2002

Grantor: OSCAR SANTOS, a single man

Grantor's Mailing Address:
708 Toronto Apartment C-3
McAllen, Texas 78503
Hidalgo County

Grantee: CLAUDIA VILLEGAS

Grantee's Mailing Address:
P.O. BOX 839
PHARR, TEXAS 78577
HIDALGO, COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even, that is in the principal amount of SEVENTEEN THOUSAND NINE HUNDRED NINETY FIVE & NO/100 -- - DOLLARS ($17,995.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed trust of even date, from Grantee to Nathan Flores, Trustee.

Property (including any improvements):

All of lot (8)MELISSA ESTATES, Hidalgo County, Texas, according to the map or plat of said Subdivision recorded in Volume 40, Page 18-19, Map Records of Hidalgo County, Texas.

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

Reservations from and Exceptions to Conveyance and Warranty:

1. **All oil, gas, and other mineral reservations of record, if any.**
2. **All oil, gas leases and drilling agreements of record, if any.**
3. **Easements and conditions as may be contained in plat of said subdivision, if any.**
4. **Easements of record, if any.**
5. **Easements, rights, rules, and regulations if favor of pertaining water district, if any.**

6. **All visible easements and restrictions of record, if any.**
7. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**
8. **Standby fees and taxes for the year 2002 and assessments for prior years.**

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

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

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

OSCAR SANTOS

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on this 23rd day of August, 2002 by OSCAR SANTOS.

ELENA NUNEZ
NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS
MY COMM. EXP. 06-18-2005

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
OSCAR SANTOS
708 Toronto Apt. C-3
McAllen, Texas 78503

AFTER RECORDING RETURN TO:
CLAUDIA VILLEGAS

P.O. BOX 839
Pharr, Texas 78577

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10886
Aug. 10, 2011

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

M3345-00-000-0008-00

[1] OWNER: VILLEGAS, CLAUDIA

1423 STALLION EST
EDINBURG TX 78542
Telephone No. 878-7971

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

[6] USE OF BUILDING: RES. MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
MELISSA ESTATES LOT 8

LOCATION: 0 OSCAR LOOP

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $6,800

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY & FEMA REGULATIONS. FRONT: 25' BACK: 25' SIDE:6' SIDE:6
18" ABOVE TOP OF CURVE

Prepared by — Date: 8/10/11

Approved by: Rudy Rios — Date: 8/10/11

Signature of Owner or Applicant — Date: 8/10/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0425 C Pct: 4
Community No.: 480594

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: 4-11860
Oct. 9, 2012

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	10 / 9 / 12

Name: Jose Hernandez

Address: 4703 LADRAPOR DR
EDINBURG TX 78542

Phone: 223-6144

Water Supplier: N.A.W.S.C

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

Account/ESI No.: Acct 20671-005

[ ] Temporary Pole [ ] Permanent Service

[✓] M.H.

regarding the land described as: DAMIAN ACRES #9,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 05/08/00);

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

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

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 Maria Cerda);

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11860

oct. 9, 2012

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: José Hernandez

Address: 4203 LABRADOR DR.
EDINBURG TX 78542

Phone: 223-6144

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

Damian Acres Lot #09

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 10-9-12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

10/10/12
Date

County Official

1463532

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: January 1, 2005

Grantor: HECTOR GUERRA and ALICIA GUERRA, husband and wife, owning, occupying, and claiming other property as homestead

Grantor's Mailing Address:

HECTOR GUERRA and ALICIA GUERRA
907 South Cage
Pharr, Texas 78577
Hidalgo County

Grantee: JOSE T. HERNANDEZ and wife, MARIA DE JESUS HERNANDEZ

Grantee's Mailing Address:

JOSE T. HERNANDEZ and wife, MARIA DE JESUS HERNANDEZ
821 Tumbleweed Trail
Pharr, Texas 78577
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of EIGHTEEN THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($18,900.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DENISE YVETTE GUERRA, Trustee

Property (including any improvements):

Lot (9), DAMIAN ACRES PHASE I, Hidalgo County, Texas, according to the map thereof recorded in Volume 35, Page 168, Map Records of Hidalgo County, Texas.

HECTOR GUERRA

ALICIA GUERRA

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on January 1, 2005 by HECTOR GUERRA.

ROSALINDA GUAJARDO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2006

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on January 1, 2005 by ALICIA GUERRA.

ROSALINDA GUAJARDO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2006

Notary Public, State of Texas

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

On: Apr 26,2005 at 11:38A

As a Recording

Document Number: 1463532
Total Fees : 20.00

Receipt Number - 670467
By,
Rene Perez, Deputy

PREPARED IN THE OFFICE OF:

HECTOR GUERRA
907 South Cage
Pharr, Texas 78577

AFTER RECORDING RETURN TO:

JOSE T. HERNANDEZ and wife, MARIA DE JESUS HERNANDEZ
821 Tumbleweed Trail
Pharr, Texas 78577

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11860
Oct. 9, 2012

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

D0687-01-000-0009-00

[1] OWNER: HERNANDEZ, JOSE T. & MARIA
DE JESUS
4703 LABRADOR DR.
EDINBURG, TX. 78542
Telephone No. 223-6144

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 350 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
DAMIAN ACRES PH 1 LOT 9

LOCATION: 0 ALBERTA & C. CHAVEZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 7' REAR 40' FINISH FLOOR OF ELEV.
18" FROM STREET.

Prepared by — Date: 10/09/12

Approved by — Date: 10/05/12

Signature of Owner or Applicant — Date: 10-9-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT $60.00

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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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: 4-789

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: Magdalena Ramirez

Address: 921 Princess Ln
Mission, TX 78572

Phone: (956) 458-3288

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Trenton Manor Ut. 2 Lot 109 Phi ,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 02-26-02)

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 Flor 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 Garcia);

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 Garcia);

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

Flor 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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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: 4-1819

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: Magdalena Zamora

Address: 921 Princess Ln
Mission, TX 78572

Phone: (956) 459-3288

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

Trenton Manor Unit 2 Lot 109

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 10/4/12

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:

10/24/12
Date

Noel Castillo
County Official

CHARGE SIERRA TITLE
STG/06 GF# 3130105

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.

State Bar of Texas Form

STATE OF TEXAS
COUNTY OF HIDALGO

WARRANTY DEED

1843861

DATE: March 3, 2008

GRANTOR: Nora G. Hinojosa, not joined by my spouse since this property does not constitute a part of our homestead.

GRANTOR'S MAILING ADDRESS (including county): 2735 Brewster Lane, Lafayette, Indiana 47909.

GRANTEE: Magdalena E. Zamora, a single person

GRANTEE'S MAILING ADDRESS (including county): 921 Princess Lea, Mission, Hidalgo County, Texas 78572

CONSIDERATION: Ten and No/100ths ($10.00) Dollars and other good and valuable consideration.

PROPERTY: Lot 109, TRENTON MANOR UNIT NO. 2, PHASE I, an Addition to the City of Edinburg, Hidalgo County, Texas, according to map thereof recorded in Volume 39, Pages 83 through 85, Map Records of Hidalgo County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Restrictions recorded in Volume 1805, Page 324, Deed Records of Hidalgo County, Texas and set out on plat recorded in Volume 39, Pages 83 through 85, Map Records of Hidalgo County, Texas, but omitting any covenant condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

A ten foot (10') Utility Easement along the rear of subject property as shown on plat recorded in Volume 39, Page 83 through 85, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 2.

Easements, or claims of easements, which are not of public record.

A twenty-five foot (25') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 39, Page 83 through 85, Map Records of Hidalgo County, Texas.

A six foot (6') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 39, Page 83 through 85, Map Records of Hidalgo County, Texas.

An eighteen foot (18') Minimum Garage Setback Line as shown on plat recorded in Volume 39, Page 83 through 85, Map Records of Hidalgo County, Texas.

Minimum Rearyard Setback Line will be twenty percent (20%) of Lot depth, not to exceed 40.0 feet, as shown on plat recorded in Volume 39, Pages 83 through 85, Map Records of Hidalgo County, Texas.

Oil and Gas Lease dated December 14, 1998 from Ila Mae Haddock, as Trustee for the Ira Haddock testamentary Trust to Remora Oil Company filed for record in the Office of the County Clerk of Hidalgo County, Texas, on December 15, 1998, under Clerk's File No. 733015, Official Records of Hidalgo County, Texas. Ratification as shown by instrument dated March 23, 1999, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on March 25, 1999, under Clerk's File No. 759095.

Oil and Gas Lease dated August 14, 2001, from Ila Mae Haddock, Individually and as Trustee of the Ira Haddock Testamentary Trust to Samson Lone Star Limited Partnership filed for record in the Office of the County Clerk of Hidalgo County, Texas, on November 7, 2001, under Clerk's File No. 1023101.

All oil, gas, and other minerals reserved in Deed dated March 29, 1979, recorded in Volume 1363, Page 565, Deed Records of Hidalgo County, Texas.

Taxes for the year 2008 and subsequent years and subsequent assessments for prior years due to change in land usage or ownership.

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

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

Nora G. Hinojosa

Nora G. Hinojosa

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 4 day of March, 2008, by Nora G. Hinojosa.

NORA CANTU NOTARY PUBLIC STATE OF TEXAS EXPIRES 1-24-2012

Nora Cantu

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Ms. Magaldena E. Zamora
921 Princess Lea
Mission, Texas 78572

Chapter 232 Texas LGC Application

APPLICATION NO: 4-7819
Aug. 19, 2008

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

T6841-02-000-0109-00

[1] OWNER: ZAMORA, E. MAGDALENA

921 PRINCESS LEA
MISSION TX, 78572
Telephone No. 960-7960

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,500 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON MANOR UT 2 PH 1 LOT 10

LOCATION: 0 TRENTON & CORTEZ DR

[8] SEWAGE: PUBLI

[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 COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 28' FINISHED FLOOR OF
ELEV. 18" CENTERLINE OF STREET

Hector Castillo — Prepared by — 8-19-08 — Date

Tommy Wesch — Approved by — 8/18/08 — Date

Signature of Owner or Applicant — Date

8-19-2008

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI
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: 2-1444

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:		48013
	Date Approved:	/ /	10 / 10 / 12

Name: Orlando Lopez

Address: 1412 Seminole Valley Dr
Alamo, Texas 78516

Phone: (956) 821-7759

Water Supplier: North Alamo Water

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

Account/ESI No.: 267567-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Seminole Valley 4 Lot 28,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 05/09/05);

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 Gallo);

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 Maria Gallo);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 (2) 3 4

Application No: 2-1944

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: Orlando Lopez

Address: 1412 Seminole Valley Dr.
Alamo, TX 78516

Phone: (956) 821-7759

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

Seminole Valley 4 Lot 28

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Orlando Lopez
Requesting Party (Signature)

10/10/12
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:

10/10/12
Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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: June 1, 2006 1622713

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

Grantee: Orlando Lopez and Elizabeth Garza
First Grantee's Social Security Number: 466-45-1237
Second Grantee's Social Security Number: 460-59-1312

Grantee's Phone Number: (956) 821-7759
Grantee's Mailing Address (including county):
1217 E. Peter
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Three Thousand Six Hundred Dollars and No Cents ($23,600.00), 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) 28, Seminole Valley Subdivision No. 4, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 48, Page 146-148, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

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

purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

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

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 1st day of June, 2006, by Jack McClelland.

Notary Public, State of Texas

CINDY A. RAMOS
Notary Public, State of Texas
My Commission Expires
02-10-2009

AFTER RECORDING RETURN TO:

Jack McClelland
2614 West Freddy Gonzalez
Edinburg, Texas 78539

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

Chapter 232 Texas LGC Application

APPLICATION NO: 2-1444
Oct. 10, 2012

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

S2440-04-000-0028-00

[1] OWNER: LOPEZ, ORLANDO & ELIZABETH G

1217 E. PETER
EDINBURG, TX. 78541
Telephone No. 821-7759

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,500 Sq. Ft.

[6] USE OF BUILDING: RES. MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINOLE VALLEY #4 LOT 28

LOCATION: 0 OWASSA & C. CHAVEZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $65,800

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:48.35 BACK: 40' SIDE:6' SIDE:6'
10" ABOVE TOP OF STREET. FLOODZONE:B-44

Prepared by — 10-10-12 Date

Rudy Rios — 10-5-12 Date
Approved by

X Orlando Lo — 10/10/12 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: 0425 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.

AI-34706 **5. A.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: URBAN COUNTY

Information

CAPTION

Urban County:
Request approval to renew 2011-2013 membership dues in the amount of $100.00 to The National Community Development Association Region VI Southwest for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2011 through June 30. 2013)

BACKGROUND

Payment of dues will ensure that your community or organization is on the membership list and receives all future mailing concerning NCDA Region VI activities and training opportunities.

Attachments

NCDA Membership Registration

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 03:08 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Mary Flores Started On: 10/11/2012 01:46 PM

Final Approval Date: 10/12/2012

NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION
REGION VI-SOUTHWEST
MEMBERSHIP REGISTRATION

NCDA Region VI represents local governments in a five state area (Texas, Oklahoma, New Mexico, Louisiana and Arkansas) that are striving for the necessary knowledge and skills for more effective community development. We are part of the National Community Development Association, a national non-profit that serves as a clearing house of ideas and advocate for local government officials with federal policy-makers on issues effecting America's communities.

My organization wishes to become a new member of NCDA REGION VI _____ $50.00
My organization's wishes to renew our membership —X— $50.00
(Only one membership per organization is required)

Name of Organization: HIDALGO COUNTY URBAN COUNTY PROGAM

Name of Organization Executive Director or representative: DIANA R. SERNA

Mailing Address: 1916 TESORO BLVD. PHARR, TEXAS 78577

Telephone: 956 787-8127 **Fax:** 956 787-5291

Email: diana.serna@ucp.co.hidalgo.tx.us

Please submit this registration form with a check made out to NCDA Region VI-Southwest for $50.00. Registration will be for July 1, 2012 through June 30, 2013. Please remit dues NO LATER THAN OCTOBER 1, 2012 to be listed as a member.

Shirletta Best
P. O. Box 517
McKinney, TX 75070

Phone: 972-547-7577 **Email: sbest@mckinneytexas.org**

All membership dues are used to support the NCDA Region VI-Southwest Association annual conference, accounting support, publications, training, scholarships, and support of the National Association.

JOIN NOW TO ENSURE THAT YOUR COMMUMITY OR ORGANIZATION RECEIVES ALL FUTURE MAILINGS CONCERNING NCDA REGION VI ACTIVITIES!

AI-34685 **5. B.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: JC Carreon, COUNTY COURT #1

Department: COUNTY COURT #1

Information

CAPTION

County Court #1:
Requesting approval to pay the 2012 Texas Association for Court Administration 36th Annual Education Conference membership dues in the total amount of $325 for Joecindy Carreon, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Membership Dues

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-021-001-0-584

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

BUDGETARY IMPACT:

Available funds through P.O. 681161 in the amount of $250.00 for Texas Association for Court Adm.

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-021-001-0-811

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

BUDGETARY IMPACT:

Funds in the amount of $75.00 pending AI 34712 CC 10-16-12.

Attachments

affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/11/2012 01:51 PM
Veronica Ortiz	Veronica Ortiz	10/12/2012 10:55 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: JC Carreon Started On: 10/10/2012 04:35 PM

Final Approval Date: 10/12/2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jocindy Carreon do hereby state that my membership in the TAEA, 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: 10/10/12

TITLE: Court Administrator

Before me MARIA ANTONIA GARCIA a Notary Public, appeared JOECINDY CARREON, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

MARIA ANTONIA GARCIA
Notary Public, State of Texas
My Commission Expires
February 06, 2016

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

PAGE 02/04
CC_COURT_1
10/11/2012 08:37 9563182373

Texas Association for Court Administration

36th Annual Education Conference

Lead, Follow OR



Get Out of The Way!

October 23 – 26, 2012

Hilton Downtown

Fort Worth, Texas

Tuesday, October 23, 2012		
11:30 a.m. - 1:00 p.m.	Registration	
1:00 p.m. - 1:30 p.m.	Call to Arms/Welcome	Hon. Betsy Price, Mayor of Fort Worth
	Opening Remarks	Justice Lee Gabriel, Second Court of Appeals
1:30 p.m. - 5:30 p.m.	Plenary: "How to Lead in Challenging Times"	J. Reinosek & L. Cloud
5:30 p.m. - 7:30 p.m.	Welcome Reception (open to all members)	
	Reception Welcoming New Members and 1st Time Attendees	
Wednesday, October 24, 2012		
7:30 a.m. - 8:30 a.m.	Breakfast	
8:30 a.m. - 10:00 a.m.	Plenary: "Follow Me I'm Right Behind You"	Jody Urquhart
10:00 a.m. - 10:15 a.m.	Break	
10:15 a.m. - 11:45 a.m.	Plenary: "Follow Me I'm Right Behind You"	Jody Urquhart
11:45 a.m. - 1:30 p.m.	Luncheon	
1:30 p.m. - 2:45 p.m.	Plenary: "Role of a Court Administrator, Coordinator, or Manager"	Hon. Laura Weiser
2:45 p.m. - 3:00 p.m.	Break	
3:00 p.m. - 4:00 p.m.	Plenary: " Presenting the Professional You Attire"	Hon. Laura Weiser
4:00 p.m. - 5:00 p.m.	Vendor Session	
	Night On Your Own	
Thursday, October 25, 2012		
7:30 a.m. - 8:30 a.m.	Breakfast	
8:30 a.m. - 10:00 a.m.	Plenary: "Texas Remote Interpreter Project"	Marco Hanson
10:00 a.m. - 10:15 a.m.	Break	
10:15 a.m. - 11:45 a.m.	Specialty Workshops	
	"Probate: It's Not What You Thought"	Hon. Steve M. King
	DWI/Drug/Veteran's Court	Hon. S. Wilson & C. Alexander
	Mental Health in Court Management	Floyd Jennings, PhD.
	Indigent Defense	Jim Bethke
	How to Give Legal Information without Giving Legal Advice	K. Bond & H. Silk Kapasi
11:45 a.m. - 1:00 p.m.	Awards Luncheon	
1:00 p.m. - 2:30 p.m.	Workshops Round I	
	Spanish Court Terminology	Marco Hanson
	Social Media and It's Impact on Courts	H. King & R. Robertson
	Financing Your TACA	Ed Wells
	CPS Docketing Issues	A. Shaffer & M. Paschal
2:30 p.m. - 2:45 p.m.	Break	
2:45 p.m. - 4:15 p.m.	Workshops Round II	
	Spanish Court Terminology	Marco Hanson
	Social Media and It's Impact on Courts	H. King & R. Robertson
	Financing Your TACA	Ed Wells
	CPS Docketing Issues	A. Shaffer & M. Paschal
4:15 p.m. - 5:30 p.m.	TACA Business Meeting	
	Social or Group Outing	
Friday, October 26, 2012		
7:30 a.m. - 8:30 a.m.	Breakfast	
8:30 a.m. - 10:00 a.m.	Plenary: "Judging in a Paper-on-Demand Court"	Jeff Barlow
10:00 a.m. - 11:15 a.m.	Plenary: "Texas Ticket Dismissal Program for Young Drivers"	Todd Lafayette

Conference Details

Early Registration	
Before September 14, 2012	
Member	$250
Non-Member	$325
Late Registration	
After September 14, 2012	
Member	$275
Non-Member	$350

Refund & Cancellation Policy

A. A full refund of fees paid will be authorized when a written request for cancellation of conference or program is received by the TACA Secretariat at least 31 days prior to the scheduled start of the program.

B. A refund of 70% of the fees paid will be authorized when a written request for cancellation of conference or program is received by the TACA Secretariat more than 5 days but less than 31 days prior to the scheduled start of the program.

C. A refund of 30% of the fees paid will be authorized when a written request for cancellation of conference or program is received by the TACA Secretariat less than 5 days prior to the scheduled start of the program.

D. No refund will be given for participants that do not attend the program and no advance notice of cancellation is received.

E. Substitutions may be made for persons that are unable to attend. Advance notice is requested.

F. The TACA Board may make exceptions to the refund policy in the event of an emergency that prevents the participant from attending as scheduled.

Hotel Information

<u>Hilton Downtown</u>
815 Main Street,
Fort Worth, TX 76102
817-870-2100

Rate:	$120.00 single
	$120.00 double
Rate Cut Off:	09/21/2012
Parking:	$18.00 per day
Check In:	3:00 p.m.
Check Out:	12:00 p.m.

Additional Information

Attire for the conference is business casual. Meeting rooms are often cold, so *<u>please bring a jacket or sweater</u>*

Smoking is permitted only in designated areas

All electronic devices must be turned off during all meetings

Registration Fee Includes:
*All Written Material * 2 Lunches*
Morning Breakfasts & Afternoon Breaks



TACA Night Out!
Thursday Evening.
It's guaranteed
to be a good time!

Purchase Order

COUNTY OF HIDALGO

PO#: 681161

DATE: 09/18/12

VENDOR: 96431 REQ:00223150

Email:

Phone:

TEXAS ASSOCIATION FOR COURT ADM.
CORRECTIONAL MANAGEMENT INSTITUTE OF TX
SAM HOUSTON STATE UNIVERSITY
HUNTSVILLE TX 77341

Vendor Acct:

BUYER:

SHIP TO: COUNTY COURT AT LAW #1
100 N. CLOSNER, 3RD FL
EDINBURG TX 78539

CONTACT:

SITE: COUNTY COURT-AT-LAW 1

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	ED Registration for Texas Association for Court Administration 36th Annual Education Conference in Fort Worth, Texas on 10/23/12 thru 10/26/12 (NIGP Code 963 64) Registration for Joecindy Carreon for the TACA Seminar in Forth Worth, Texas on 10/23/12 thru 10/26/12	325.00	325.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	325.00

****
For Hidalgo County use only

2-1100-412-00-021-001-0-584 325.00

Approved _____

Authorized by: Martha L. Salazar

AI-34253 **5. C.**

CC CONSENT

Meeting Date: 10/16/2012

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

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal:
Approval of annual membership and dues to the International Association of Arson Investigators (IAAI) in the amount of $110.00 for Juan Martinez, Fire Marshal, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:
Funds available in Req # 223039.

Attachments

IAAI.Yr12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 04:15 PM
Ana Galvan	Ana Galvan	10/11/2012 11:33 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Yolanda Orozco Started On: 09/14/2012 03:43 PM

Final Approval Date: 10/12/2012

Requisition

Req # 00223039
PO #
Date: 09/14/12

Bill To: x
x

Vendor : 350605
INTERNATIONAL ASSC OF ARSON INVESTIG
2151 PRIEST BRIDGE DRIVE, STE 25
CROFTON MD 21114-2466
FAX (410)451-9049

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Membership Annual Fee to the International Association of Arson Investigators for Juan Martinez, Fire Marshal.	75.00	75.00
1.00	EACH	Texas Chapter IAAI Annual Dues for Juan Martinez Fire Marshal.	35.00	35.00
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-810	110.00	
			Freight	.00
			Total	110.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Juan Martinez, do hereby state that my membership in the International Association & Arson Investigators (IAAI) 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: 10/3/12

TITLE: Fire Marshal

Before me Javier Garcia, a Notary Public, appeared Juan Martinez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NOTARY PUBLIC
STATE OF TEXAS
JAVIER GARCIA
My Commission Expires
August 24, 2014

("S E A L")

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

Reg 00223039

RECEIVED
SEP 10 2012
Hidalgo County
Fire Marshal's Office

BILL TO:
Mr. Juan G Martinez Hidalgo County Fire Marshal's Office 1615 South Closner Ste. H Edinburg TX 78539

REMIT TO:	
IAAI 2111 Baldwin Avenue, Suite 203 Crofton, MD 21114 iaai@firearson.com	
PHONE:	FAX:
410-451-3473	410-451-9049

INVOICE NO.	MEMBER ID:	PO/REF NO:	DUES DATES		INVOICE DATE	DUE DATE
39291	1301354		10/01/2012	10/01/2013	07/01/2012	10/01/2012

DESCRIPTION	QTY	RATE	AMOUNT
Active Membership	1	$75.00	$75.00
Texas Chapter IAAI Chapter Dues	1	$35.00	$35.00
Please note that processing this membership cannot be completed until we receive the payments/balance.			

PRIOR BALANCE	$0.00
INVOICE AMOUNT	$110.00
PAYMENTS	$0.00
TOTAL DUE	110.00

To pay ONLINE, please go to www.firearson.com, log in, then select Invoice History or Membership Renewal.
Please include your member number on your check or money order if you choose to mail in your payment.

DISCLAIMER: By payment of an IAAI membership renewal invoice, the member affirmatively represents that he or she has not been convicted of any crime nor has their candidacy for IAAI membership changed in any way that would have denied them membership when they first applied. The member affirmatively represents that they have not violated the IAAI Constitution and By-Laws or Code of Ethics since they first applied. If the member believes they are in violation of the above then they must fully disclose in writing the circumstances of such violation to the IAAI Executive Director within 30 days of this notice. As a result of any such violations, the member's membership status may be jeopardized because the member's eligibility for membership has changed in a way that would have denied him/her initial membership.

I have read the above information and hereby represent that I have not been convicted of any crime nor have I violated any of the conditions listed above since my initial membership with the IAAI. [ ]

Dear IAAI Member:

Thank you for your continued support of the IAAI!

The International Association of Arson Investigators is an association consisting of fire investigation professionals from across the world, united by a strong commitment to suppress the crime of arson through professional investigation. It is a global resource for fire investigation training, technology, research and professional development. Don't let your membership in this important professional association expire.

- One year membership $75
- Two year membership $140
- Three year membership $210

You may pay your dues online at www.firearson.com by logging in and going to Membership Renewal or Invoice History.

Please take time to update your membership record with your most current mailing and email address by logging in to the web site and selecting Edit Profile. Your membership card and issues of Fire and Arson Investigator Magazine will be mailed to the address we have on record.

Contact Christine Burt, Chris.Burt@firearson.com , if you have any questions or concerns.

Fraternally,

Roger Krupp, President

Gene Pietzak, Chairman, IAAI Membership Committee

AI-34730 **6. A.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to advertise and approval of procurement packet (i.e. legal notice, requirements, scope of services, etc.) as attached hereto for: "Lease of Land approximately 1280 +/- Acres within Pct 3" for use of farming through RFB No.: 2012-218-MEG including re-advertising project if no bids received and precinct desires to do so.

BACKGROUND

Proposed Schedule
1st advertisement: 10/20/12
2nd advertisement: 10/27/12
Bid Opening: 11/07/12

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

For Advertisement: Available funds in County Wide PO #679032 as of 10/12/12 are $25,409.50.

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact (only advertising costs) as this project should generate revenue

Attachments

Approval Memo from Dept
Draft Specifications/Requirements
Legal Notice
Draft Farm Lease Agreement
Legal Review-Email
email from Mr. Ramirez
Legal Memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 10:00 AM
Budget & Management	Merlen P. Munoz	10/12/2012 10:24 AM

Perla Lopez	Perla Lopez	10/12/2012 11:06 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Elena Gomez Started On: 10/12/2012

Final Approval Date: 10/12/2012

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

To: Joe N. Pena
R.O.W. Director

From: **Elena Gomez**, Buyer II
Hidalgo County Purchasing Dept.

Date: August 23, 2012

Re: RFB No. 2012-218-00-00-MEG-**HIDALGO COUNTY**
Lease of Land (Appr. 1280 Acres) within Pct 3 for the Purpose of Farming

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For your review, attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: _____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #:_____

_____ José N. Peña 9/12/12
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Friday, September 7, 2012 @ 5:00p.m.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY PCT 3
LEASE OF LAND (Approximately 1280 Acres)
Within Pct 3 for the PURPOSE OF FARMING
RFB NO.: 2012-218-00-00-MEG

PROJECT OVERVIEW:
The County of Hidalgo is offering to Lease approximately 1280 +/- Acres Tract of Land located in the Precinct #3 for the purposes of farming.

Description of Property: A 1280 acre tract of land located at Mile 14 North Road (N/S), at the intersection of Jara Chinas Road, Hidalgo County, Texas

Tract 1
Lots One through Eight (1-8) inclusive***, EYHORN LANDFILL SUBDIVISION NO. 1***, Hidalgo County, Texas as per map or plat thereof recorded in Volume 49, page 175-177, Map Records, Hidalgo County, Texas

Tract II
Lots One through Eight (1-8) inclusive, ***EYHORN LANDFILL SUBDIVISION NO.2***, Hidalgo County, Texas as per map or plat thereof recorded in Volume 49, page 178-180 Map Records, Hidalgo County, Texas

Approximately Total Acres: 1280

SPECIFICATIONS:

1. The term of the lease will be for two years commencing the date Lease Agreement is fully executed by all parties.
2. Lessee will pay cash per acre to County (Lessor)
3. The Lessor may terminate this lease as to all or any part of the Farm Land at any time by giving Lessee notice of such termination at least thirty (30) days prior to the effective date of such termination without incurring any obligation, liability or damage to Lessee.
4. Lessee agrees to cultivate the Farm Land in an efficient and economic manner and to employ all modern methods of farming as are customarily practiced in that area during the term of the Lease.

REQUIREMENTS:

1. Lessee agrees and covenants to keep and maintain in good repair all buildings and other improvements on the Farm Land for the term of this Lease if applicable.
2. Lessee will pay all Water Districts for the term of the Lease.
3. Flat Rate Assessments shall be submitted with bid in the form of a Cashier's Check payable to the respective Irrigation District.
4. The amount of cash rent shall be submitted with the bid in the form of a casher's check payable to Hidalgo County.
5. Partial bids will not be accepted, **ALL 1280 Acres** will be awarded to the highest Bidder.
6. During the term of the lease Bidder must not sub lease property
7. Hidalgo County will not be held responsible for crops that have not been harvest if the Contract becomes terminated by either party before the end of the term of contract.
8. Lessee shall prepay all flat-rate taxes assessed against the Farm by the Irrigation District, in which the Farm is situated, upon execution of this Lease. Lessee shall also pay the cost of the irrigating the property.

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GENERAL TERMS AND CONDITIONS:

1. The initial term of the contract/Lease a shall be for a period of two (2) Years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to add or delete acreage during the term of the contract.

6. The contract shall remain in effect until contract expires, or terminated by County with a sixty (60) day written notice prior to any cancellation.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

Additional Information:

All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent**, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, day month date, 2012 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. day month date, 2012.

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REQUEST FOR BIDS

HIDALGO COUNTY Pct 3
"Lease of Land (app 1280 +/- acres) within Pct 3 for Purpose of Farming"
Bid No.: 2012-218-00-00-MEG
BID OPENING DATE:

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY PCT 3– "Lease of Land (1280 acres) within Pct 3 for Purpose of Farming"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HIDALGO COUNTY ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB-2012-218-00-00-MEG HIDALGO COUNTY PCT 3– "Lease of Land (app 1280 acres) within Pct 3 for Purpose of Farming"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. date, month, day , 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2012-218-00-00-MEG HIDALGO COUNTY PCT 3– "Lease of Land (app 1280 acres) within Pct 3 for Purpose of Farming"**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY.

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers

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and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

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d) Notation - **HIDALGO COUNTY PCT 3– "Lease of Land (app 1280 acres) within Pct 3 for Purpose of Farming"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Mr. Ray Eufracio, County Auditor
2808 So. Business Hwy 281, New Administration Building
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**_____, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

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19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with HIDALGO COUNTY ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the HIDALGO COUNTY Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with HIDALGO COUNTY for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with HIDALGO COUNTY are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the HIDALGO COUNTY Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE

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RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

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damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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Bid
For
HIDALGO COUNTY PCT 3
"Lease of Land (1280 acres) within Pct 3
for Purpose of Farming"
BID NO.:2012-218-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by HIDALGO COUNTY for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that HIDALGO COUNTY reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FARM LEASE
C-12-218-00-00

This Agreement of Lease is between the **COUNTY OF HIDALGO, TEXAS** ("Lessor") and **VENDOR'S NAME** ("Lessee").

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the premises situated in Hidalgo County, Texas, described as follows:

A 1280 acre tract of land located at Mile 14 North Road (N/S), at the intersection of Jara Chinas Road, Hidalgo County, Texas. Tract 1-Lots One through Eight (1-8) inclusive, **EYHORN LANDFILL SUBDIVISION NO. 2**, Hidalgo County, Texas as per map or plat thereof recorded in Volume 49, page 175-177, Map Records, Hidalgo County, Texas. Tract 2-Lots One through Eight (1-8) inclusive, **EYHORN LANDFILL SUBDIVISION NO. 2**, Hidalgo County, Texas as per map or plat thereof recorded in Volume 49, page 178-180 Map Records, Hidalgo County, Texas (the "Farm" or the "premises").

The Farm shall be deemed to include 1280 acres for the purposes of this Lease.

TERM

(1) This Lease shall be a term of two **(2) years** hereinafter referred to as the "initial lease term" commencing on _____ and expiring on _____; subject, however, to earlier termination as hereinafter provided.

RENEWAL

(2) Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional one (1) year term (the "Renewal Term as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A" attached hereto), under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" attached hereto (the "Bid Page") and which was accepted by County.

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RENT AND FLAT-RATE TAX

(3) Lessee agrees to pay to Lessor as a rent for the term hereof, the sum of **$_____** in advance on the execution of this Lease. In addition to the rental payment, Lessee shall prepay all flat-rate taxes and all advalorem taxes assessed by Hidalgo County Appraisal District and/or other political subdivisions assessed against the Farm by the irrigation district in which the Farm is situated upon execution of this Lease.

TERMINATION

(4) Lessor may terminate this lease as to all or any part of the Farm at any time by giving Lessee notice of such termination at least thirty (30) days prior to the effective date of such termination without incurring any obligation, liability or damage to Lessee.

CULTIVATION

(5) Lessee agrees to cultivate the Farm land in an efficient and economic manner and to employ all modern methods of farming as are customarily practiced in the area during the term hereof.

MAINTENANCE

(6) Lessee agrees and covenants to keep and maintain in good repair all buildings and other improvements on the Farm for the term of this Lease.

IMPROVEMENTS

(7) Lessee may not make any alterations, additions, or improvements to the Farm without the prior written consent of Lessor. Consent for nonstructural alterations, additions or improvements shall not be unreasonably withheld by Lessor. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease; if Lessor so elects, however, if Lessor does not so elect Lessee shall promptly remove all alterations, additions, and improvements, and any other property placed on the Farm by Lessee, and Lessee shall repair any damage caused by such removal.

RIGHT TO ENTER

(8) Lessor or his authorized representative shall have the right, at any reasonable time, to enter on the premises for the purposes of making any major repairs, alterations, or improvements, and to inspect the Farm, as Lessor shall deem necessary or advisable.

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NO PARTNERSHIP

(9) This Lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other without his written consent.

INDEMNIFICATION

(10) Lessee agrees and covenants to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of Lessee's business or his use of the above-described premises, or from any negligent act or omission by Lessee, his agents, servants, employees, contractors, guests, or invitees on or about the premises. In the event that any action or proceeding is brought against Lessor by reason of any of the above, Lessee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to Lessor.

NO ASSIGNMENT OR SUBLEASE

(11) Lessee may not assign this Lease nor sublease any portion of the Farm leased hereunder without the prior written consent of Lessor.

UTILITY CHARGES

(12) Lessee shall pay all utility charges for electricity, heat, water, gas, and power used in and about the Farm, to be paid before the same becomes delinquent. Lessee shall pay all flat rate water district taxes imposed on the Farm as well as the cost of irrigating the Farm, if applicable.

BREACH

(13) If Lessor or Lessee fails to carry out any provision of this Lease, the other party shall have the right to terminate this Lease on ten (10) days' written notice to the offending party of his intention to do so. Nothing contained herein constitutes a waiver of the right of either party to damages occasioned by breach of this Lease.

ENTIRE AGREEMENT -- AMENDMENT

(14) This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

(15) It is understood that because of the general prolonged drought situation and need to manage and use water effectively and efficiently, Lessee will be allowed to pool the water

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allotment from Farm with the water allotment from other land farmed by Lessee for the term of this Agreement thus allowing the transfer of water allotment to and from other land that Lessee owns, operates, and supervises. This in no way effects the Lessor's basic water rights.

NOTICES and ADDRESSESS

(16) All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR **LESSEE**

County Of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

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IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

LESSOR:
HIDALGO COUNTY

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

LESSEE:

By:_____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
Stephen L. Crain

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EXHIBIT A

REQUEST FOR BIDS (RFB) PROCURMENT PACKET

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EXHIBIT B

BID PAGE

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EXHIBIT C

INSURANCE CERTIFICATE

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rocio.villarreal

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 4:19 PM
To: 'rocio.villarreal'
Subject: FW: Farm Lease

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, September 27, 2012 4:02 PM
To: 'Martha Salazar'
Subject: RE: Farm Lease

Following my telephone conversation with Rocio re a few corrections the agreement should be fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 3:23 PM
To: 'Steve Crain'
Cc: 'rocio.villarreal'; 'Elena Gomez'
Subject: FW: Farm Lease
Importance: High

Mr. Crain:
Revision you recommended complete. Please review and comment as to form.
Thanks,
Marty
PS ON MONDAY"S CC MEETING AGENDA 10-01-12.

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 3:02 PM
To: 'Martha Salazar'
Cc: 'Elena Gomez'
Subject: RE: Farm Lease

Ms. Marty

Corrections have been made. Please return to legal for approval as to form. Thank you.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 2:27 PM
To: 'Elena Gomez'; 'rocio.villarreal'
Subject: FW: Farm Lease
Importance: High

Ladies:
Please make changes and return for approval as to form.
Marty

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, September 27, 2012 2:07 PM

To: 'Martha L. Salazar'
Subject: Farm Lease

Hello

Mr. Crain has reviewed the lease please see his proposed changes.

Thanks,
Marynel

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



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Elena Gomez

From: Chuy Ramirez [ramirezbook@gmail.com]
Sent: Thursday, October 11, 2012 1:51 PM
To: Sergio Cruz; Martha Salazar; joe.flores@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; ray.eufracio@co.hidalgo.tx.us; darlene betancourt; Elena Gomez; ose.pena@co.hidalgo.tx.us; arcy.duran@auditor.co.hidalgo.tx.us; letty.chavez@auditor.co.hidalgo.tx.us; mona.parras@co.hidalgo.tx.us; mingo.villarreal@co.hidalgo.tx.us; monica.badillo@co.hidalgo.tx.us
Cc: Jesus Ramirez
Subject: Re: Eyhorn Property - Pct. 3 Landfill
Attachments: Legal Memo.10.11.12.pdf

Mr. Cruz:

Please see attached memo. I commend your reliance on this memorandum regarding all future uses by private persons of any facility acquired with the proceeds of tax-exempt bonds. While it may not take in consideration all possible scenarios that may arise, it gives you decent background to identify the federal tax issues associated with allowing use of/selling/leasing/ of any asset acquired with tax exempt bonds.

Thanks,

Chuy Ramirez

On Tue, Oct 2, 2012 at 11:08 AM, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us> wrote:

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: dcepeda@rg-legal.com, "joe flores" <joe.flores@co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>, "ray eufracio" <ray.eufracio@co.hidalgo.tx.us>
Cc: "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>, "jose pena" <jose.pena@co.hidalgo.tx.us>, "Arcy Duran " <arcy.duran@auditor.co.hidalgo.tx.us>, "Letty Chavez" <letty.chavez@auditor.co.hidalgo.tx.us>, "Mona Parras" <mona.parras@co.hidalgo.tx.us>, "mingo villarreal" <mingo.villarreal@co.hidalgo.tx.us>, "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Sent: Monday, October 1, 2012 2:59:53 PM
Subject: FW: Eyhorn Property - Pct. 3 Landfill

Hon. Jesus "Chuy" Ramirez:

Commissioner Joe Flores, Pct. #3 has requested that the 1280± acres acquired with 2004 CO proceeds (information attached herein) be advertised for the purposes of a farm lease. The purpose of the property is to implement and operated a landfill. It permitting portion of the project is being handled through Atlas, Hall & Rodriguez and Dannenbaum Engineering and is on-going. As the process may take some time, it was hoped that the property could be put to some beneficial use. I have attached the agenda item placed for this morning's Commissioner's Court meeting.

The following concern was noted by the County Auditor on the agenda item:

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
Ebony Park, Suite B
700 N. Veterans Blvd.
San Juan, Texas 78589
Phone: (956) 502-5424 Fax: (956) 502-5007
Writer's e-mail address: jramirez@rg-legal.com

Jesus Ramírez
Jose R. Guerrero

Robert Schell

October 11, 2012

Mr. Sergio Cruz
County of Hidalgo
Edinburg, Texas

Re: Memorandum Regarding Private Use of Property Financed with Proceeds of Tax Exempt Obligations

Background Facts:

Hidalgo County has proposed to lease a 1280+ acre tract of land, originally acquired for purposes of developing a landfill, for private agricultural purposes. The land was acquired with proceeds of the County's tax-exempt, Series 2004 Certificates of Obligation and an additional 300+ acres were acquired via Hidalgo County tax-exempt, Series 2009 Certificates. The bond proceeds for each series were $32,250,000 and $24,280,000, respectively. The County used $2,094,791.37 of the Series 2004 proceeds and $1,691,548.84 of the Series 2009 Certificates to acquire approximately 1280 acres of land in total. At the time of the issuance of the bonds, the County reasonably expected that the bonds would not meet the tax-exempt regulations' private activity bond tests for the entire bond issues and so certified on the date of issuance in its No-Arbitrage Certificate.

The land has been lying fallow and there is now the opportunity to lease the property for terms not exceeding one year until the property can be improved for County purposes. It is anticipated that the annual revenue generated by the lease (on a

competitively bid rental) could be between $30,000 to $40,000.

Legal Issues:

May the County lease the property to a private person? If so, what conditions are imposed on the lease under the federal tax exempt regulations?

Summary Opinion:

The lease will not pass the 10% "private use" test. Therefore, the County may lease the property to a private person. Further, lease payments will not meet the "private security" test because (1) the County will allocate all lease revenue to past and on-going maintenance and operations costs relating to the leased property, and (2) the payments of debt service on the two series of obligations will be paid exclusively through a County debt tax.

Discussion:

The County may lease the property to a private person, but must be aware of Internal Revenue Service regulations relating to use of bond proceeds or property acquired with bond proceeds by a "nongovernmental persons". Certain deliberate actions taken by the Issuer of governmental bonds (such as the County) may cause the bonds to take on the character of private activity bonds, in which case the interest would become taxable retroactive to the date of issuance. Bonds may be issued as governmental bonds, but analysis of the use of the proceeds or the facility financed with bond proceeds may reveal that they are actually private activity bonds.

Federal regulations outline tests that, if satisfied, render a bond issue a "private activity bond". To be considered a private activity bond, the bond issue must meet (1) the "private business use test" *and* the "private security or payment test", or (2) the private loan financing test. 26 *USC* § 141(a)(1) and (a)(2).

Note that the circumstances which cause the bond to satisfy the private activity tests must also be the result of a deliberate action by the Issuer of the bonds. If unforeseen circumstances beyond the control of the Issuer cause the bonds to meet the private activity tests, the bonds will not be considered private activity bonds if the Issuer reasonably believed that at the time of issuance the tests would not be met. 26 CFR §1.141-2(d)(3). Under current circumstances, the County would be taking a deliberate act.

In cases of non-deliberate actions, certain remedial measures can be taken to cure violations of the private activity tests under the Final Private Activity Bond ("PAB") Regulations, 26 CFR Section 1.141-12. These remedial measures would include "calling" or redeeming the Bonds allocable to the sale, or using the proceeds of the sale or lease for a "governmental use."

Private Business Use Test

The Private Business Use test is satisfied if more than 10% of the proceeds of a bond issue are used for any non-governmental, private business use. 26 CFR § 1.141-3(a)(1). This would include use of property financed by bonds. A use by the Federal government would also be considered a nonqualified private use.

Note that an indirect private use, such as through a lease to a non-governmental person or entity, would cause the bond issue to satisfy the Private Business Use test if the 10% threshold is crossed. *Id.* §1.141-3(a)(2). Indirect uses could also include management contracts with compensation based on profits from the property, certain research contracts, or other beneficial uses of the land. *Id.*§ 1.141-3(b). Generally, the Private Business Use test is met if only if a nongovernmental person has special legal entitlements to use the financed property under an arrangement with the Issuer of the bonds. Section 1.141-3(a)(2) The lease of financed property to a nongovernmental person is a private use. Any arrangement that is properly characterized as a lease for Federal income tax purposes is treated as a lease. Section 1.141-3(b)(3)

Exceptions to Private Business Use test

There are various exceptions to the Private Business Use test. Use of bond-financed

property by the general public does not constitute a private business use. Section 1.141-3(c). A use by a private person in their trade or business will be treated as a public use if the property is also reasonably available to members of the general public not engaged in their trade or business. Certain arrangements for private use of the land which last less than 100 days will not give rise to a private use of the land if the use would be treated as a public use but for the application of certain uniform rates not available to people not engaged in trade or business, and if the property was not financed originally for the purpose of benefitting the private person. Section 1.141-3(d)(3)(i). Also, arrangements lasting less than 50 days would not give rise to a private use if the arrangement is arrived at through arm's length negotiations and the property was not financed originally for the purpose of benefitting the private person. Section 1.141-3(d)(3)(ii). Also certain incidental uses or temporary use by developers would not cause the Private Business Use test to be met. Section 1.141-3(d)(4) and (d)(5).

Calculating private business use

The calculation of private business use can be fairly complex under the Federal statutes. The determination is made during the "measurement period," which begins on the *later* of the issue date of the bonds *or* the date the property is placed in service, and ends on the *earlier* of the last date of reasonable economic life expectancy of the property *or* the latest maturity date of any bond of the issue financing the property. Section 1.141-3(g)(2)

The amount of private business use resulting from ownership by a nongovernmental person is the greatest percentage of business use in any one-year period. Section 1.141-3(g)(2)(iv). The average percentage of private business use is the average of the percentages of private business use during the one-year periods within the measurement period. Section 1.141-3(g)(3) If the private business use is reasonably expected to have a greater fair market value than the government use than the government use, the average amount of private business use must be determined according to the relative reasonably expected fair market values of use rather than another measure. Section 1.141-3(g)(4)(v)

Applying the facts we know to the situation at hand, less than 10% of proceeds from each of the series of bonds were used to purchase the properties at issue. There is no doubt that the lease will result in a private use of a bond-financed property. However,

because the amount of bond proceeds allocated to the property is less than 10 percent of the bonds proceeds, it does not reach the 10% threshold required to meet the Private Business Use test. Therefore, according to our analysis, the Private Business Use test has not been met, and the bonds will not acquire a private activity character by virtue of the lease.

As noted above, even if the Private Business Use test is met, the bond issue must also satisfy the Private Security or Payment test before the bonds are considered private activity bonds. 26 USC §141(a)(1)

Private Security or Payment Test

The Private Security or Payment test is met if more than 10% of the payment of principal or interest on the bond issue is either made or secured (directly or indirectly) by payments or property used, or to be used, for a private business use. 26 CFR §1.141-4.

In determining whether an issue meets the Private Security or Payment test, the present value of the payments or property taken into account is compared to the present value of the debt service to be paid over the term of the issue. §1.141-4(b)(2) For example, if on the date of issuance, the Issuer reasonably believes that the present value of the lease payments will be less than 10% of the present value of the total debt service of the bonds, the Private Security or Payment test is not satisfied and the bonds are considered governmental bonds. This would be true even is subsequent events beyond the control of the Issuer causes the present value of lease payments to exceed 10% of the present value of the actual total debt service on the bonds.

Private payments

Both direct and indirect payments made by any nongovernmental person that is treated as using proceeds of the issue are taken into account as "private payments" to the extent allocable to the proceeds used by that person. §1.141-4(c)(2). Payments are taken into account only to the extent that they are made for the period of time that proceeds are used for a private business use. *Id.* Private payments include payments made with respect to property financed by bond proceeds, even if such payments are not made by the private business user of bond proceeds. However, such payments are not taken into

account to the extent that they are reasonably allocable to other property being used by the person making the payment. *Id.* Ordinary and necessary expenses properly allocable to the operation and maintenance of the financed property would not be considered a payment for the use of proceeds allocable to that space. Section 1.141-4(c)(2)(C).

According to the information that you have provided us, the County is not planning on paying any portion of the debt service on the bonds, directly or indirectly, with proceeds from the lease. Instead, revenues to pay debt service will be raised via a generally applicable tax. Pursuant to the Code of Federal Regulations, a generally applicable tax is an enforced contribution exacted pursuant to legislative authority in the exercise of taxing power that is imposed and collected for the purpose of raising revenue or to be used for governmental purposes. A generally applicable tax must have a uniform tax rate that is applied to all persons of the same classification within the jurisdiction and a generally applicable manner of determination and collection. §1.141-4(e)(2). For purposes of the Private Security or Payment test, generally applicable taxes are not considered payments from a nongovernmental person, and are not considered payments in respect of property used for a private business use. Section 1.141-4(e)(1).

Therefore, the Private Payment and Security test is not met, and the bonds remain classified as governmental bonds. This would be true even if the Private Business Use test had been met (which we do not believe to be the case, based upon the foregoing analysis in the previous paragraph). As previously noted, both the Private Business Use and Private Payment or Security tests must be met in order for the bonds to have acquired a private activity character.

Private Loan Financing Test

The Private Loan Financing is an alternative to the two-pronged "Private Business Use" test and "Private Payment or Security" test. If those two tests are not met, but the bonds otherwise satisfy the Private Loan Financing test, the bonds are still considered private activity bonds. This test is satisfied if the amount of proceeds of the bond issue which is to be used (directly or indirectly) to make or finance loans to persons other than governmental entities exceeds the lesser of 5% of such proceeds, or Five Million dollars.

26 CFR Section 1.141-5(a)

Under the Federal regulations any transaction that is generally characterized as a loan for Federal income tax purposes counts as a loan for purposes of the Private Loan Financing test. A loan might also arise from direct lending of the bond proceeds or from a transaction in which indirect benefits that are the economic equivalent of a loan are conveyed. A lease might be considered a loan, but only if the business arrangement transfers tax ownership of the property to a nongovernmental person. Section 1.141.5(c)

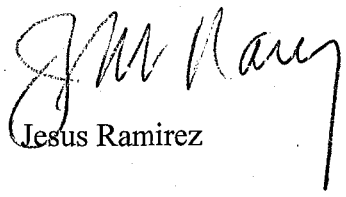
In the case at bar, there is no transaction that could be considered a loan for Federal income tax purposes, nor is there any transaction in which indirect benefits convey the economic equivalent of a loan. The lease, as we understand the facts, will not transfer tax ownership of the property to the lessee. This is a simple lease, a transaction distinct from a loan. Therefore, since the proposed Hidalgo County transaction does not contemplate a loan, this test never comes into play into our analysis of whether the bonds at issue constitute private activity bonds.

Conclusion:

The proposed lease would constitute a "private use" under the Federal "Private Business Use" test, if proceeds of the bonds in excess of 10% are set aside for a private use. This clearly does not appear to be the case. However, even if we assume that the Private Business Use test has been met, that alone does not make the proposed transaction objectionable as long as none of the lease proceeds are used to pay debt service on the bonds, according to the "Private Payment or Security" test. The "Private Loan Financing" test is not applicable. Therefore, we need not consider the remedial measures caused from violations of the private business activity tests if the County does not intend to use lease proceeds to pay debt service on the bonds.

We recommend that the foregoing analysis be undertaken on every occasion that renewals of the current lease or new leases are contemplated for this property.

Very truly yours,



Jesus Ramirez

Excerpts of relevant statutes

26 USC 141 - Sec. 141. Private activity bond; qualified bond

(a) Private activity bond For purposes of this title, the term "private activity bond" means any bond issued as part of an issue - (1) which meets - (A) the private business use test of paragraph (1) of subsection (b), and (B) the private security or payment test of paragraph (2) of subsection (b), or (2) which meets the private loan financing test of subsection (c).

(b) Private business tests

(1) Private business use test Except as otherwise provided in this subsection, an issue meets the test of this paragraph if more than 10 percent of the proceeds of the issue are to be used for any private business use.

(2) Private security or payment test Except as otherwise provided in this subsection, an issue meets the test of this paragraph if the payment of the principal of, or the interest on, more than 10 percent of the proceeds of such issue is (under the terms of such issue or any underlying arrangement) directly or indirectly - (A) secured by any interest in - (i) property used or to be used for a private business use, or (ii) payments in respect of such property, or (B) to be derived from payments (whether or not to the issuer) in respect of property, or borrowed money, used or to be used for a private business use.

[...]

c) Private loan financing test

(1) In general

An issue meets the test of this subsection if the amount of the proceeds of the issue which are to be used (directly or indirectly) to make or finance loans (other than loans described in paragraph (2)) to persons other than governmental units exceeds the lesser of—

(A) 5 percent of such proceeds, or

(B) $5,000,000.

26 CFR § 1.141-2

Private activity bond tests.

(a) Overview. Interest on a private activity bond is not excludable from gross income under section 103(a) unless the bond is a qualified bond. The purpose of the private activity bond tests of section 141 is to limit the volume of tax-exempt bonds that finance the activities of nongovernmental persons, without regard to whether a financing actually transfers benefits of tax-exempt financing to a nongovernmental person. The private activity bond tests serve to identify arrangements that have the potential to transfer the benefits of tax-exempt financing, as well as arrangements that actually transfer these benefits. The regulations under section 141 may not be applied in a manner that is inconsistent with these purposes.

(b) Scope. Sections 1.141-0 through 1.141-16 apply generally for purposes of the private activity bond limitations under section 141.

(c) General definition of private activity bond. Under section 141, bonds are private activity bonds if they meet either the private business use test and private security or payment test of section 141(b) or the private loan financing test of section 141(c). The private business use and private security or payment tests are described in §§ 1.141-3and 1.141-4. The private loan financing test is described in § 1.141-5.

(d) Reasonable expectations and deliberate actions— (1) In general. An issue is an issue of private activity bonds if the issuer reasonably expects, as of the issue date, that the issue will meet either the private business tests or the private loan financing test. An issue is also an issue of private activity bonds if the issuer takes a deliberate action, subsequent to the issue date, that causes the conditions of either the private business tests or the private loan financing test to be met.

(2) Reasonable expectations test— (i) In general. In general, the reasonable expectations test must take into account reasonable expectations about events and actions over the entire stated term of an issue.

[...]

(3) Deliberate action defined— (i) In general. Except as otherwise provided in this paragraph (d)(3), a deliberate action is any action taken by the issuer that is within its control. An intent to violate the requirements of section 141 is not necessary for an action to be deliberate.

(ii) Safe harbor exceptions. An action is not treated as a deliberate action if—

(A) It would be treated as an involuntary or compulsory conversion under section 1033; or

(B) It is taken in response to a regulatory directive made by the federal government. See § 1.141-7(g)(4).

26 CFR § 1.141-3

Definition of private business use.

(a) General rule— (1) In general. The private business use test relates to the use of the proceeds of an issue. The 10 percent private business use test of section 141(b)(1) is met

if more than 10 percent of the proceeds of an issue is used in a trade or business of a nongovernmental person. For this purpose, the use of financed property is treated as the direct use of proceeds. Any activity carried on by a person other than a natural person is treated as a trade or business. Unless the context or a provision clearly requires otherwise, this section also applies to the private business use test under sections 141(b)(3) (unrelated or disproportionate use), 141(b)(4) ($15 million limitation for certain output facilities), and 141(b)(5) (the coordination with the volume cap where the nonqualified amount exceeds $15 million).

(2) Indirect use. In determining whether an issue meets the private business use test, it is necessary to look to both the indirect and direct uses of proceeds. For example, a facility is treated as being used for a private business use if it is leased to a nongovernmental person and subleased to a governmental person or if it is leased to a governmental person and then subleased to a nongovernmental person, provided that in each case the nongovernmental person's use is in a trade or business. Similarly, the issuer's use of the proceeds to engage in a series of financing transactions for property to be used by nongovernmental persons in their trades or businesses may cause the private business use test to be met. In addition, proceeds are treated as used in the trade or business of a nongovernmental person if a nongovernmental person, as a result of a single transaction or a series of related transactions, uses property acquired with the proceeds of an issue.

(3) Aggregation of private business use. The use of proceeds by all nongovernmental persons is aggregated to determine whether the private business use test is met.

(b) Types of private business use arrangements— (1) In general. Both actual and beneficial use by a nongovernmental person may be treated as private business use. In most cases, the private business use test is met only if a nongovernmental person has special legal entitlements to use the financed property under an arrangement with the issuer. In general, a nongovernmental person is treated as a private business user of proceeds and financed property as a result of ownership; actual or beneficial use of property pursuant to a lease, or a management or incentive payment contract; or certain other arrangements such as a take or pay or other output-type contract.

(2) Ownership. Except as provided in paragraph (d)(1) or (d)(2) of this section, ownership by a nongovernmental person of financed property is private business use of that property. For this purpose, ownership refers to ownership for federal income tax purposes.

(3) Leases. Except as provided in paragraph (d) of this section, the lease of financed property to a nongovernmental person is private business use of that property. For this purpose, any arrangement that is properly characterized as a lease for federal income tax purposes is treated as a lease. In determining whether a management contract is properly characterized as a lease, it is necessary to consider all of the facts and circumstances, including the following factors—

(i) The degree of control over the property that is exercised by a nongovernmental person; and

(ii) Whether a nongovernmental person bears risk of loss of the financed property.

(4) Management contracts— (i) Facts and circumstances test. Except as provided in paragraph (d) of this section, a management contract (within the meaning of paragraph (b)(4)(ii) of this section) with respect to financed property may result in private business use of that property, based on all of the facts and circumstances. A management contract with respect to financed property generally results in private business use of that property if the contract provides for compensation for services rendered with compensation based, in whole or in part, on a share of net profits from the operation of the facility.

(ii) Management contract defined. For purposes of this section, a management contract is a management, service, or incentive payment contract between a governmental person and a service provider under which the service provider provides services involving all, a portion of, or any function of, a facility. For example, a contract for the provision of management services for an entire hospital, a contract for management services for a specific department of a hospital, and an incentive payment contract for physician services to patients of a hospital are each treated as a management contract.

(iii) Arrangements generally not treated as management contracts. The arrangements described in paragraphs (b)(4)(iii)(A) through (D) of this section generally are not treated as management contracts that give rise to private business use.

(A) Contracts for services that are solely incidental to the primary governmental function or functions of a financed facility (for example, contracts for janitorial, office equipment repair, hospital billing, or similar services).

(B) The mere granting of admitting privileges by a hospital to a doctor, even if those privileges are conditioned on the provision of de minimis services, if those privileges are available to all qualified physicians in the area, consistent with the size and nature of its facilities.

(C) A contract to provide for the operation of a facility or system of facilities that consists predominantly of public utility property, if the only compensation is the reimbursement of actual and direct expenses of the service provider and reasonable administrative overhead expenses of the service provider.

(D) A contract to provide for services, if the only compensation is the reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties.

(iv) Management contracts that are properly treated as other types of private business use. A management contract with respect to financed property results in private business use of that property if the service provider is treated as the lessee or owner of financed property for federal income tax purposes, unless an exception under paragraph (d) of this section applies to the arrangement.

(5) Output contracts. See § 1.141-7 for special rules for contracts for the purchase of output of output facilities.

(6) Research agreements— (i) Facts and circumstances test. Except as provided in paragraph (d) of this section, an agreement by a nongovernmental person to sponsor

research performed by a governmental person may result in private business use of the property used for the research, based on all of the facts and circumstances.

(ii) Research agreements that are properly treated as other types of private business use. A research agreement with respect to financed property results in private business use of that property if the sponsor is treated as the lessee or owner of financed property for federal income tax purposes, unless an exception under paragraph (d) of this section applies to the arrangement.

(7) Other actual or beneficial use— (i) In general. Any other arrangement that conveys special legal entitlements for beneficial use of bond proceeds or of financed property that are comparable to special legal entitlements described in paragraphs (b)(2), (3), (4), (5), or (6) of this section results in private business use. For example, an arrangement that conveys priority rights to the use or capacity of a facility generally results in private business use.

(ii) Special rule for facilities not used by the general public. In the case of financed property that is not available for use by the general public (within the meaning of paragraph (c) of this section), private business use may be established solely on the basis of a special economic benefit to one or more nongovernmental persons, even if those nongovernmental persons have no special legal entitlements to use of the property. In determining whether special economic benefit gives rise to private business use it is necessary to consider all of the facts and circumstances, including one or more of the following factors—

(A) Whether the financed property is functionally related or physically proximate to property used in the trade or business of a nongovernmental person;

(B) Whether only a small number of nongovernmental persons receive the special economic benefit; and

(C) Whether the cost of the financed property is treated as depreciable by any nongovernmental person.

(c) Exception for general public use— (1) In general. Use as a member of the general public (general public use) is not private business use. Use of financed property by nongovernmental persons in their trades or businesses is treated as general public use only if the property is intended to be available and in fact is reasonably available for use on the same basis by natural persons not engaged in a trade or business.

(2) Use on the same basis. In general, use under an arrangement that conveys priority rights or other preferential benefits is not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if—

(i) Different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or

(ii) A specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates.

(3) Long-term arrangements not treated as general public use. An arrangement is not treated as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if—

(i) The compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and

(ii) The use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

(4) Relation to other use. Use of financed property by the general public does not prevent the proceeds from being used for a private business use because of other use under this section.

(d) Other exceptions— (1) Agents. Use of proceeds by nongovernmental persons solely in their capacity as agents of a governmental person is not private business use. For example, use by a nongovernmental person that issues obligations on behalf of a governmental person is not private business use to the extent the nongovernmental person's use of proceeds is in its capacity as an agent of the governmental person.

(2) Use incidental to financing arrangements. Use by a nongovernmental person that is solely incidental to a financing arrangement is not private business use. A use is solely incidental to a financing arrangement only if the nongovernmental person has no substantial rights to use bond proceeds or financed property other than as an agent of the bondholders. For example, a nongovernmental person that acts solely as an owner of title in a sale and leaseback financing transaction with a city generally is not a private business user of the property leased to the city, provided that the nongovernmental person has assigned all of its rights to use the leased facility to the trustee for the bondholders upon default by the city. Similarly, bond trustees, servicers, and guarantors are generally not treated as private business users.

(3) Exceptions for arrangements other than arrangements resulting in ownership of financed property by a nongovernmental person— (i) Arrangements not available for use on the same basis by natural persons not engaged in a trade or business. Use by a nongovernmental person pursuant to an arrangement, other than an arrangement resulting in ownership of financed property by a nongovernmental person, is not private business use if—

(A) The term of the use under the arrangement, including all renewal options, is not longer than 100 days;

(B) The arrangement would be treated as general public use, except that it is not available for use on the same basis by natural persons not engaged in a trade or business because generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business; and

(C) The property is not financed for a principal purpose of providing that property for use by that nongovernmental person.

(ii) Negotiated arm's-length arrangements. Use by a nongovernmental person pursuant to an arrangement, other than an arrangement resulting in ownership of financed property by a nongovernmental person, is not private business use if—

(A) The term of the use under the arrangement, including all renewal options, is not longer than 50 days;

(B) The arrangement is a negotiated arm's-length arrangement, and compensation under the arrangement is at fair market value; and

(C) The property is not financed for a principal purpose of providing that property for use by that nongovernmental person.

(4) Temporary use by developers. Use during an initial development period by a developer of an improvement that carries out an essential governmental function is not private business use if the issuer and the developer reasonably expect on the issue date to proceed with all reasonable speed to develop the improvement and property benefited by that improvement and to transfer the improvement to a governmental person, and if the improvement is in fact transferred to a governmental person promptly after the property benefited by the improvement is developed.

(5) Incidental use— (i) General rule. Incidental uses of a financed facility are disregarded, to the extent that those uses do not exceed 2.5 percent of the proceeds of the issue used to finance the facility. A use of a facility by a nongovernmental person is incidental if—

(A) Except for vending machines, pay telephones, kiosks, and similar uses, the use does not involve the transfer to the nongovernmental person of possession and control of space that is separated from other areas of the facility by walls, partitions, or other physical barriers, such as a night gate affixed to a structural component of a building (a nonpossessory use);

(B) The nonpossessory use is not functionally related to any other use of the facility by the same person (other than a different nonpossessory use); and

(C) All nonpossessory uses of the facility do not, in the aggregate, involve the use of more than 2.5 percent of the facility.

(ii) Illustrations. Incidental uses may include pay telephones, vending machines, advertising displays, and use for television cameras, but incidental uses may not include output purchases.

(6) Qualified improvements. Proceeds that provide a governmentally owned improvement to a governmentally owned building (including its structural components and land functionally related and subordinate to the building) are not used for a private business use if—

(i) The building was placed in service more than 1 year before the construction or acquisition of the improvement is begun;

(ii) The improvement is not an enlargement of the building or an improvement of interior space occupied exclusively for any private business use;
(iii) No portion of the improved building or any payments in respect of the improved building are taken into account under section 141(b)(2)(A) (the private security test); and
(iv) No more than 15 percent of the improved building is used for a private business use.
e) Special rule for tax assessment bonds. In the case of a tax assessment bond that satisfies the requirements of § 1.141-5(d), the loan (or deemed loan) of the proceeds to the borrower paying the assessment is disregarded in determining whether the private business use test is met. However, the use of the loan proceeds is not disregarded in determining whether the private business use test is met.

26 CFR § 1.141-4

Private security or payment test.

(a) General rule— (1) Private security or payment. The private security or payment test relates to the nature of the security for, and the source of, the payment of debt service on an issue. The private payment portion of the test takes into account the payment of the debt service on the issue that is directly or indirectly to be derived from payments (whether or not to the issuer or any related party) in respect of property, or borrowed money, used or to be used for a private business use. The private security portion of the test takes into account the payment of the debt service on the issue that is directly or indirectly secured by any interest in property used or to be used for a private business use or payments in respect of property used or to be used for a private business use. For additional rules for output facilities, see § 1.141-7.
2) Aggregation of private payments and security. For purposes of the private security or payment test, payments taken into account as private payments and payments or property taken into account as private security are aggregated. However, the same payments are not taken into account as both private security and private payments.
(3) Underlying arrangement. The security for, and payment of debt service on, an issue is determined from both the terms of the bond documents and on the basis of any underlying arrangement. An underlying arrangement may result from separate agreements between the parties or may be determined on the basis of all of the facts and circumstances surrounding the issuance of the bonds. For example, if the payment of debt service on an issue is secured by both a pledge of the full faith and credit of a state or local governmental unit and any interest in property used or to be used in a private business use, the issue meets the private security or payment test.
(b) Measurement of private payments and security— (1) Scope. This paragraph (b) contains rules that apply to both private security and private payments.

(2) Present value measurement— (i) Use of present value. In determining whether an issue meets the private security or payment test, the present value of the payments or property taken into account is compared to the present value of the debt service to be paid over the term of the issue.

(ii) Debt service— (A) Debt service paid from proceeds. Debt service does not include any amount paid or to be paid from sale proceeds or investment proceeds. For example, debt service does not include payments of capitalized interest funded with proceeds.

(B) Adjustments to debt service. Debt service is adjusted to take into account payments and receipts that adjust the yield on an issue for purposes of section 148(f). For example, debt service includes fees paid for qualified guarantees under §1.148-4(f) and is adjusted to take into account payments and receipts on qualified hedges under § 1.148-4(h).

(iii) Computation of present value— (A) In general. Present values are determined by using the yield on the issue as the discount rate and by discounting all amounts to the issue date. See, however, § 1.141-13 for special rules for refunding bonds.

(B) Fixed yield issues. For a fixed yield issue, yield is determined on the issue date and is not adjusted to take into account subsequent events.

(C) Variable yield issues. The yield on a variable yield issue is determined over the term of the issue. To determine the reasonably expected yield as of any date, the issuer may assume that the future interest rate on a variable yield bond will be the then-current interest rate on the bonds determined under the formula prescribed in the bond documents. A deliberate action requires a recomputation of the yield on the variable yield issue to determine the present value of payments under that arrangement. In that case, the issuer must use the yield determined as of the date of the deliberate action for purposes of determining the present value of payments under the arrangement causing the deliberate action. See paragraph (g) of this section, *Example 3*.

(iv) Application to private security. For purposes of determining the present value of debt service that is secured by property, the property is valued at fair market value as of the first date on which the property secures bonds of the issue.

(c) Private payments— (1) In general. This paragraph (c) contains rules that apply to private payments.

(2) Payments taken into account— (i) Payments for use— Both direct and indirect payments made by any nongovernmental person that is treated as using proceeds of the issue are taken into account as private payments to the extent allocable to the proceeds used by that person. Payments are taken into account as private payments only to the extent that they are made for the period of time that proceeds are used for a private business use. Payments for a use of proceeds include payments (whether or not to the issuer) in respect of property financed (directly or indirectly) with those proceeds, even if not made by a private business user. Payments are not made in respect of financed property if those payments are directly allocable to other property being directly used by the person making the payment and those payments represent fair market value compensation for that other use. See paragraph (g) of this section, *Example*

4 and *Example 5.* See also paragraph (c)(3) of this section for rules relating to allocation of payments to the source or sources of funding of property.

(B) Payments not to exceed use. Payments with respect to proceeds that are used for a private business use are not taken into account to the extent that the present value of those payments exceeds the present value of debt service on those proceeds. Payments need not be directly derived from a private business user, however, to be taken into account. Thus, if 7 percent of the proceeds of an issue is used by a person over the measurement period, payments with respect to the property financed with those proceeds are taken into account as private payments only to the extent that the present value of those payments does not exceed the present value of 7 percent of the debt service on the issue.

(C) Payments for operating expenses. Payments by a person for a use of proceeds do not include the portion of any payment that is properly allocable to the payment of ordinary and necessary expenses (as defined under section 162) directly attributable to the operation and maintenance of the financed property used by that person. For this purpose, general overhead and administrative expenses are not directly attributable to those operations and maintenance. For example, if an issuer receives $5,000 rent during the year for use of space in a financed facility and during the year pays $500 for ordinary and necessary expenses properly allocable to the operation and maintenance of that space and $400 for general overhead and general administrative expenses properly allocable to that space, $500 of the $5,000 received would not be considered a payment for the use of the proceeds allocable to that space (regardless of the manner in which that $500 is actually used).

(ii) Refinanced debt service. Payments of debt service on an issue to be made from proceeds of a refunding issue are taken into account as private payments in the same proportion that the present value of the payments taken into account as private payments for the refunding issue bears to the present value of the debt service to be paid on the refunding issue. For example, if all the debt service on a note is paid with proceeds of a refunding issue, the note meets the private security or payment test if (and to the same extent that) the refunding issue meets the private security or payment test. This paragraph (c)(2)(ii) does not apply to payments that arise from deliberate actions that occur more than 3 years after the retirement of the prior issue that are not reasonably expected on the issue date of the refunding issue. For purposes of this paragraph (c)(2)(ii), whether an issue is a refunding issue is determined without regard to § 1.150-1(d)(2)(i) (relating to certain payments of interest).

(3) Allocation of payments— (i) In general. Private payments for the use of property are allocated to the source or different sources of funding of property. The allocation to the source or different sources of funding is based on all of the facts and circumstances, including whether an allocation is consistent with the purposes of section 141. In general, a private payment for the use of property is allocated to a source of funding based upon the nexus between the payment and both the financed property and the source of funding. For this purpose, different sources of funding may include different tax-exempt issues,

taxable issues, and amounts that are not derived from a borrowing, such as revenues of an issuer (equity).

(ii) Payments for use of discrete property. Payments for the use of a discrete facility (or a discrete portion of a facility) are allocated to the source or different sources of funding of that discrete property.

(iii) Allocations among two or more sources of funding. In general, except as provided in paragraphs (c)(3)(iv) and (v) of this section, if a payment is made for the use of property financed with two or more sources of funding (for example, equity and a tax-exempt issue), that payment must be allocated to those sources of funding in a manner that reasonably corresponds to the relative amounts of those sources of funding that are expended on that property. If an issuer has not retained records of amounts expended on the property (for example, records of costs of a building that was built 30 years before the allocation), an issuer may use reasonable estimates of those expenditures. For this purpose, costs of issuance and other similar neutral costs are allocated ratably among expenditures in the same manner as in § 1.141-3(g)(6). A payment for the use of property may be allocated to two or more issues that finance property according to the relative amounts of debt service (both paid and accrued) on the issues during the annual period for which the payment is made, if that allocation reasonably reflects the economic substance of the arrangement. In general, allocations of payments according to relative debt service reasonably reflect the economic substance of the arrangement if the maturity of the bonds reasonably corresponds to the reasonably expected economic life of the property and debt service payments on the bonds are approximately level from year to year.

(iv) Payments made under an arrangement entered into in connection with issuance of bonds. A private payment for the use of property made under an arrangement that is entered into in connection with the issuance of the issue that finances that property generally is allocated to that issue. Whether an arrangement is entered into in connection with the issuance of an issue is determined on the basis of all of the facts and circumstances. An arrangement is ordinarily treated as entered into in connection with the issuance of an issue if—

(A) The issuer enters into the arrangement during the 3-year period beginning 18 months before the issue date; and

(B) The amount of payments reflects all or a portion of debt service on the issue.

(v) Allocations to equity. A private payment for the use of property may be allocated to equity before payments are allocated to an issue only if—

(A) Not later than 60 days after the date of the expenditure of those amounts, the issuer adopts an official intent (in a manner comparable to § 1.150-2(e)) indicating that the issuer reasonably expects to be repaid for the expenditure from a specific arrangement; and

(B) The private payment is made not later than 18 months after the later of the date the expenditure is made or the date the project is placed in service.

(d) Private security— (1) In general. This paragraph (d) contains rules that relate to private security.

(2) Security taken into account. The property that is the security for, or the source of, the payment of debt service on an issue need not be property financed with proceeds. For example, unimproved land or investment securities used, directly or indirectly, in a private business use that secures an issue provides private security. Private security (other than financed property and private payments) for an issue is taken into account under section 141(b), however, only to the extent it is provided, directly or indirectly, by a user of proceeds of the issue.

(3) Pledge of unexpended proceeds. Proceeds qualifying for an initial temporary period under § 1.148-2(e)(2) or (3) or deposited in a reasonably required reserve or replacement fund (as defined in § 1.148-2(f)(2)(i)) are not taken into account under this paragraph (d) before the date on which those amounts are either expended or loaned by the issuer to an unrelated party.

(4) Secured by any interest in property or payments. Property used or to be used for a private business use and payments in respect of that property are treated as private security if any interest in that property or payments secures the payment of debt service on the bonds. For this purpose, the phrase any interest in is to be interpreted broadly and includes, for example, any right, claim, title, or legal share in property or payments.

(5) Payments in respect of property. The payments taken into account as private security are payments in respect of property used or to be used for a private business use. Except as otherwise provided in this paragraph (d)(5) and paragraph (d)(6) of this section, the rules in paragraphs (c)(2)(i)(A) and (B) and (c)(2)(ii) of this section apply to determine the amount of payments treated as payments in respect of property used or to be used for a private business use. Thus, payments made by members of the general public for use of a facility used for a private business use (for example, a facility that is the subject of a management contract that results in private business use) are taken into account as private security to the extent that they are made for the period of time that property is used by a private business user.

(6) Allocation of security among issues. In general, property or payments from the disposition of that property that are taken into account as private security are allocated to each issue secured by the property or payments on a reasonable basis that takes into account bondholders' rights to the payments or property upon default.

(e) Generally applicable taxes— (1) General rule. For purposes of the private security or payment test, generally applicable taxes are not taken into account (that is, are not payments from a nongovernmental person and are not payments in respect of property used for a private business use).

(2) Definition of generally applicable taxes. A generally applicable tax is an enforced contribution exacted pursuant to legislative authority in the exercise of the taxing power that is imposed and collected for the purpose of raising revenue to be used for governmental or public purposes. A generally applicable tax must have a uniform tax rate

that is applied to all persons of the same classification in the appropriate jurisdiction and a generally applicable manner of determination and collection.

26 CFR 1.141-5 - Private loan financing test

(a) In general. Bonds of an issue are private activity bonds if more than the lesser of 5 percent or $5 million of the proceeds of the issue is to be used (directly or indirectly) to make or finance loans to persons other than governmental persons. Section 1.1412(d) applies in determining whether the private loan financing test is met. In determining whether the proceeds of an issue are used to make or finance loans, indirect, as well as direct, use of the proceeds is taken into account.

(b) Measurement of test. In determining whether the private loan financing test is met,

the amount actually loaned to a nongovernmental person is not discounted to reflect the present value of the loan repayments.

(c) Definition of private loan(1) In general. Any transaction that is generally characterized as a loan for federal income tax purposes is a loan for purposes of this section. In addition, a loan may arise from the direct lending of bond proceeds or may arise from transactions in which indirect benefits that are the economic equivalent of a loan are conveyed. Thus, the determination of whether a loan is made depends on the substance of a transaction rather than its form. For example, a lease or other contractual arrangement (for example, a management contract or an output contract) may in substance constitute a loan if the arrangement transfers tax ownership of the facility to a nongovernmental person. Similarly, an output contract or a management contract with respect to a financed facility generally is not treated as a loan of proceeds unless the agreement in substance shifts significant burdens and benefits of ownership to the nongovernmental purchaser or manager of the facility.

AI-34351 **6. B.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County-Sign Language Interpreting for Hearing Impaired (Courtroom and Non-Courtroom)" Bid No. 2012-198-SMA including the re-advertising of project in the event no bids and/or rejection responses received and project is still required.

BACKGROUND

1. Draft Service Contract Document form was approved as draft by legal counsel on 01/19/12
2. Proposed Schedule of Events:

1st Advertisement: October 20, 2012
2nd Advertisement: October 27, 2012
Bid Opening Date: November 07, 2012

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No funding is required at this phase of procurement process. Services will be on an as needed basis.

Attachments

depts approval of specs, draft contract, legal notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/03/2012 11:57 AM
Budget & Management	Merlen P. Munoz	10/03/2012 12:56 PM
Rosalinda Cantu	Angela Garcia	10/03/2012 01:25 PM
Purchasing Department	Sandra Montalvo	10/03/2012 01:44 PM
Rosalinda Cantu	Rosie Cantu	10/03/2012 04:20 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Sandra Montalvo Started On: 09/19/2012

Final Approval Date: 10/12/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
AUG 17 2012
BY no. 3:05

MEMORANDUM

(Department's Approval)

TO: **ALL DEPARMENT HEAD and or/Assigned Personal**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: August 16, 2012

RE: **Approval or Disapproval of Specifications for: Bid No. -2012-198-00-00-SMA-*Hidalgo County-"Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)"***

Please review the **CURRENT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____
Other (specify)_____

BUDGET ACCOUNT: 2-1100-421-00-280-001-0-339

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Rene Gonzalez	HCSO	8-17-12

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, Friday, August 24, 2012 @ 10:00 a.m.

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
AUG 21 2012
By N.O. 12100

MEMORANDUM

(Department's Approval)

TO: **ALL DEPARMENT HEAD and/or/Assigned Personal**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: August 16, 2012

RE: **Approval or Disapproval of Specifications for: Bid No. -2012-198-00-00-SMA-*Hidalgo County-"Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)"***

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If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____
Other (specify)_____

BUDGET ACCOUNT: 2-1100-423-60-330-002-0.339

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Ismael "Buddy" Zamora, Jr.	Juvenile Probation	8-20-12

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, Friday, August 24, 2012 @ 10:00 a.m.

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
AUG 28 2012
By

MEMORANDUM

(Department's Approval)

TO: **ALL DEPARMENT HEAD and or/Assigned Personal**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: August 16, 2012

RE: **Approval or Disapproval of Specifications for: Bid No. -2012-198-00-00-SMA-*Hidalgo County-"Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)"***

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If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

RECEIVED BY COUNTY AUDITOR
2012 AUG 28 AM 10 40

FUNDS AVAILABILITY: ____Yes / ____No / ____
Other (specify)____

BUDGET ACCOUNT: 831

AUTHORIZED SIGNATURE	Gina Moreno	449th D/C	8/24/2012
	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, Friday, August 24, 2012 @ 10:00 a.m.

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
SEP 04 2012
By nme
3:31

MEMORANDUM

(Department's Approval)

TO: **ALL DEPARMENT HEAD and or/Assigned Personal**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: August 16, 2012

RE: **Approval or Disapproval of Specifications for: Bid No. -2012-198-00-00-SMA-*Hidalgo County-"Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)"***

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If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE XX	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: yesYes / _____ No / _____
Other (specify)_____

BUDGET ACCOUNT: 2-1297-423-00-320-002-339

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
/s/ Sandra for Arnold K. Patrick	Arnold K Patrick	Adult Probation	9/4/12

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, Friday, August 24, 2012 @ 10:00 a.m.

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

TO: **ALL DEPARMENT HEAD and or/Assigned Personal**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: August 16, 2012

RE: **Approval or Disapproval of Specifications for: Bid No. -2012-198-00-00-SMA-*Hidalgo County-"Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)"***

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If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____
Other (specify)_____

BUDGET ACCOUNT: 2-1100-412-00-026-001-0-851

AUTHORIZED SIGNATURE	Albert Garcia PRINTED NAME	CC # 6 DEPARTMENT	8-24-12 DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, Friday, August 24, 2012 @ 10:00 a.m.

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

TO: **ALL DEPARMENT HEAD and or/Assigned Personal**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: August 16, 2012

RE: **Approval or Disapproval of Specifications for: Bid No. -2012-198-00-00-SMA-*Hidalgo County-"Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)"***

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If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____
Other (specify)_____

BUDGET ACCOUNT: 1100-444-00-240-001-0-339

Darren Sarmiento	Darren Sarmiento	Director	8/23/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, Friday, August 24, 2012 @ 10:00 a.m.

Enclosures

Bid No: 2012-198-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

"Sign Language Interpreting Services for Hearing Impaired- (Courtroom and Non-Courtroom)

Bid No.:2012-198-00-00-SMA

BID OPENING DATE: _____, 2012 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

1. Sealed bids will be received for *"Hidalgo County) Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom"* in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: *Bid-2012-198-00-00-SMA-"Hidalgo County) Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom"* and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, *on or before 9:30 A.M., Wednesday, , 2012.*

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO *RFB No.2012-198-00-00-SMA-"Hidalgo County) Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom"*

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15.BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation – "*Hidalgo County) Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)"*Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Elizabeth Cano, Accounts Payable Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	*,2012*
Award of Contract	,2012
Commence Work or Deliver Products	,2012

18. ~~**Bid or Performance Bond and**~~ **DEBARMENT CERTIFICATION;** ~~**Payment Under Contract:**~~

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors,

consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"Hidalgo County) Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"Sign Language Interpreting Services for Hearing Impaired-(Courtroom and Non-Courtroom)
Bid No.:2012-198-00-00-SMA

SCOPE OF SERVICES

The intent of this solicitation is to acquire the services of a sign language interpreting firm (Vendor) for all County agencies on an as-needed and emergency basis.

More than one award may be made under this solicitation to assure complete coverage for the County's needs throughout the contract term.

SPECIFICATIONS/REQUIREMENTS:

1. Vendor shall maintain a staff of certified interpreters who will be able to respond to emergency needs 24 hours each day with a 2-hour response time.

2. Vendor must maintain such records as may be required by the specialized needs of the various County departments requiring the services..

3. Vendor shall provide certified interpreting services to the County relating to matters, including but not limited to:

    a) Court related
    b) Law enforcement related matters
    c) Health and mental health clinic visits
    d) Social services needs
    e) Engineering/technical meetings/workshops
    f) Staff meetings
    g) Public meetings
    h) Probation Related Matters

4. Vendor must work closely with County personnel to ensure full participation by all hearing impaired persons in the relationship with the County.

5. Vendor must maintain adequate interpreting resources to cover all assignments made with advance notice. Vendor must provide the County with all data about their interpreting pool including number of interpreters available, number of certified interpreters, number certified interpreters with legal specialization, and the names of the primary people and their certification level, who will be providing services under this contract

6. Vendor must maintain a schedule of "on call" certified interpreters who will respond promptly to emergency needs 24 hours each day with a 2-hour response time.

7. Vendor must guarantee that each interpreter assigned is certified to provide the highest quality of communication for the situation and for the individual(s) being served.

8. Vendor must maintain a detailed record regarding each assignment placed against the contract.

9. Vendor shall ask for a purchase order number for the services rendered that will be requested by authorized County personnel.

DRAFT

10. If vendor fails to honor the promised assignment date for any reason shall result in the provision of a like period of services for the County at no charge.

11. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

12. If Vendor fails to honor scheduled assignments this may result in contract termination.

13. If in any event, a department requires more than two hours of interpreting services, Vendor must provide a second interpreter as a back up and relief.

14. Vendor shall be on a cost per hour for interpreting services from the time that the interpreter arrives at the location or the time of the appointment previously scheduled until completion of the service. No travel or portal to portal rates will be accepted by the County. Pricing for on-site interpreting services shall be based on the schedule in the bid page (Exhibit B) form enclosed. No more than one interpreter shall be sent in response to a service request unless the use of additional interpreters is pre-approved and ordered by the requesting department

INTERPRETING SERVICES:

***Business Service Requests*:**
It is understood and agreed that here are 2 categories for Business hour request, this includes Business Hour Requests with at least 24 hour notice, and Business Hour requests with 2 to 23 hours and 59 minutes in advance. It is understood and agreed that the County will pay the higher business hour rate when notice is given 2 to 23 hours and 59 min. in advance.

***Extended Service Requests*:**
An extended service hour is any scheduled interpreting situation which begins after 6:00 p.m. and before 8:00 a.m., Monday through Friday and Weekends. Weekend interpreting services is any scheduled interpreting situation which occurs anytime on Saturday or Sunday.

Emergency/Holidays:
1) When an emergency situation arises, the department staff or designated representative will call the Vendor's emergency telephone number, and request the emergency services of a certified on-call interpreter.
2) The Vendor must be able to provide interpreters within two (2) hours of receiving request for emergency services.
3) Emergency interpreting service situations within proceedings of state agencies, courts, and political subdivisions are defined as essential situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night.
4) Holiday Interpreting service situations are defined as applying to any Federal, or County observed holiday.

When making requests (phone, e-mail or fax) authorized County personnel will provide the following information:

- Date, time and expected duration of the assignment.
- Location (street address, room number) of the assignment.
- Name and phone number of an on-site contact person.

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- Special information pertinent to the appropriate placement of an interpreter (type of meeting, communication preference of the client).
- Name of deaf or hard of hearing client(s) when possible.
- Number of interpreters required.

STAFFING/INTERPRETERS AVAILABLE
The Vendor shall provide with its bid response:

a) Type(s) of certification held by the interpreters
b) Number of CERTIFIED interpreters available.
c) The extent of training and evaluation of interpreters provided by the Vendor
d) Names of primary certified interpreters who will be providing the services
e) A discussion on the Vendor's quality control program and how vendor will work with the County's Representatives on procedures reviews of interpreting program.

REFERENCES:
Provide references where similar services have been provided by the firm.

BID PRICES:
Prices shall remain firm for the period of the contract. Bidder must include any and all cost in the hourly rate price entered in Exhibit "B" Bid Page.

TERM OF CONTRACT:
a) The Contract unit prices will remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.

b) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.

c) If, during the life of the contract, the successful bidder prices generally available for items awarded are reduced or below the contract price, it is understood and agreed that the benefits of such reduction be extended to the County.

METHOD OF AWARD:
Award, if any, will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified in Exhibit "B"(Bid Page) and meeting all the requirements/and or specifications.

PAYMENT PROCEDURES
The Vendor will prepare an itemized invoice with attached documentation for each service rendered including the purchase order number, date and time of service. Emergency calls under this network will be included on the itemized invoices submitted to the County Department.

QUALIFICATIONS
The Vendor must have the following qualifications but not limited to the following:

a) Be regularly engaged in the sign language interpreting business.

b) Have available under direct supervision and employment, the necessary organization and facilities to

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properly fulfill the services required in a timely manner.

c) Have available certified interpreters with the minimum of two (2) years experience in sign language interpretation for the hearing impaired.

d) Provide certified interpreters to perform sign language interpretation fluently. Hidalgo County reserves the option to request replacement interpreter(s) after the service period has begun if necessary; and at any other time deemed necessary.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, month, date, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, month date , 2012 by 5:00 p.m.

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EXHIBIT "B"

Bid Page

HIDALGO COUNTY

"*Sign Language Interpreting Services for Hearing Impaired-(Courtroom and Non-Courtroom)*

Bid No.:2012-198-00-00-SMA

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

Prices shall include all costs associated with the provision of all services, including administrative fees, if any, and local travel related costs.

BUSINESS HOURLY RATES (Scheduled at least 24 hours in Advance) Monday through Friday (8:00 am-6:00p.m.)	
Non-Courtroom Interpreting Assignments $_____hourly rate	Courtroom Interpreting Assignments $_____hourly rate
BUSINESS HOURLY RATES (Scheduled less than 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)	
Non-courtroom Interpreting Assignments $_____hourly rate	Courtroom Interpreting Assignments $_____hourly rate
EXTENDED SERVICE HOURLY RATES (Between 6:00pm and 8:00am,) Monday through Friday and Weekends	
Non-courtroom Interpreting Assignments $_____ hourly rate	Courtroom Interpreting Assignments $_____hourly rate
EMERGENCY/ HOLIDAYS (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night. Holiday interpreting service situations apply to any Federal or County observed holiday.	
Non-courtroom Interpreting Assignments $_____ hourly rate	Courtroom Interpreting Assignments $_____hourly rate

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NO'S:	
CELLULAR NO:	
E-MAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE	

From:	Rocio Villarreal
To:	"Sandra Montalvo"
Subject:	FW: C-12-022-00-00-Sign Language Interpretation Services (Non Courtroom)
Date:	Thursday, January 19, 2012 5:06:12 PM
Attachments:	ROCIO VILLARREAL2.vcf

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, January 19, 2012 2:41 PM
To: 'Martha Salazar'
Subject: RE: C-12-022-00-00-Sign Language Interpretation Services (Non Courtroom)

The draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, January 19, 2012 11:38 AM
To: 'Steve Crain'
Cc: 'Rocio Villarreal'
Subject: FW: C-12-022-00-00-Sign Language Interpretation Services (Non Courtroom)
Importance: High

Mr. Crain:
Please review and comment as to draft form of agreement so as to place on CC for authority to advertise.
Thanks,
Marty

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, January 19, 2012 9:50 AM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'Sandra Montalvo'
Subject: C-12-022-00-00-Sign Language Interpretation Services (Non Courtroom)

Ms. Marty,

Can you please forward draft agreement to legal to approve as to form, before we can proceed with Com Court approval to advertise. Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-198-00-00

THIS CONTRACT is made and entered into this____day of_____**, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____ a Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Sign Language Interpreting Services For Hearing Impaired (Courtroom & Non-Courtroom) (AS NEEDED BASIS)"** for **Hidalgo County** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ ____, 2012 and ending on _____, 2013 and may be extended at the sole discretion of County for an additional two (2) one (1) year periods, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

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agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, which County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

DRAFT

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **COMPANY'S NAME**
ADDRESS

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the

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provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
By: Steve L. Crain

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EXHIBIT “A”

REQUEST FOR BID (RFB) PROCUREMENT PACKET

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EXHIBIT “B”

REQUEST FOR BID

BID PAGE

DRAFT

EXHIBIT “C”

CERTIFICATE OF INSURANCE

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AI-34715 **6. C.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #11027A-1 in the amount of $13,025.00 as submitted by CAS Companies in connection with the "Asbestos Abatement to Hidalgo County Morgue Renovation" project amid PO#680774 under cooperative membership with Tips/Taps Contract #6072612 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Funds appropriated under PO #680774 for Asbestos Abatement and installation of VCT Tile.

Attachments

Abatement Inv. #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 04:30 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Oscar Garza Started On: 10/11/2012 04:14 PM

Final Approval Date: 10/12/2012

October 3, 2012

CAS Companies

Oscar Garza
Program Coordinator
Hidalgo Co.
Edinburg, TX 78539

Via E-mail: oscar.garza@co.hidalgo.tx.us

RECEIVED
OCT 10 2012
By

RE: Hidalgo Co. Autopsy
VCT Abatement/ Install
CAS Project #2011-027-06

Dear Mr. Garza,

CAS Companies is pleased to provide you with this proposal for the VCT/Mastic Asbestos Abatement and re-installation at the Hidalgo County Autopsy project

CAS Companies is an approved vendor through **TIPS/TAPS CONTRACT # 6072612** whom Hidalgo County would contract with to perform the work described in the deliver work order scope below.

This bid and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TIPS/TAPS program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

CAS Companies requires a signed proposal by Hidalgo County to schedule the work.

Sincerely,

Jason Cuevas

Jason Cuevas
CAS Companies, LP
Project Manager/Estimator

1306 FM 1092, Ste 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

www.caslp.com

CAS Companies, LP

5402 S. Expressway 83
Harlingen, Texas

Delivery Order Scope of Work Plan

Date: 10-03-12 **Location: Edinburg, TX**

Title: Autopsy Additions **ET: Jason Cuevas**

Description of Delivery Order:

Scope of Work – Item 5:

1. Asbestos abatement of 3,600 SQFT of VCT and mastic.
2. Installation of VCT, labor only. Materials supplied by Hidalgo County

Proposal Amount:

1. **VCT Abatement and Installation** $13,025.00

Excludes:

1. **Applicable Taxes**
2. **After Hour work.**

I. STAFFING PLAN:

A.	Project Manager:	*Jason Cuevas*	C	Quality Control:	*Jason Cuevas*
B.	Superintendent:	*TBD*	D	Subcontractors:	*TBD*

II. PERMITS:

A. N/A

III. DETAILED COST ESTIMATE:

A. N/A

SUBMITTAL REQUIREMENTS:

IV. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None

Submitted By: Jason Cuevas Approved By: _____ *Date*_____

Name_____

CAS Companies

Invoice

Date	Invoice #
9/17/2012	11027A-1

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539



P.O. Number	Terms	Due Date	CAS - Project #	Project Name
680774	Upon Receipt	9/17/2012	2011-027A-07	Upon Receipt

Quantity	Description	Price Each	Amount
1	VCT/Mastic asbestos abatement and re-installation services at the new autopsy project	13,025.00	13,025.00
All work is complete!		**Subtotal**	$13,025.00
		Tax (0.0%)	$0.00
		Total	**$13,025.00**

1306 FM 1092, Ste. 304
Missouri City, TX 77459

(281) 499-4747 Office
(281) 499-6655 Fax
ap@caslp.com

All payments shall be mailed to the Missouri City office.

Purchase Order

COUNTY OF HIDALGO

PO#: 680774

DATE: 09/11/12

Needed 09-10-12

VENDOR: 347647 REQ:00222610
FAX (281)499-6655 Email:
Phone:(888)599-4747
CAS COMPANIES LP
1306 FM 1092 STE. 304
MISSOURI CITY TX 77459
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Special Instructions: Contract No: TIPPS 6072612
REQ 807

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER TIPPS 6072612		
1	EACH	CO PROPOSAL FOR THE VCT/MASTIC ASBESTOS ABATEMENT AND RE-INSTALLATION SERVICES AT THE NEW AUTOPSY PROJECT	13,025.00	13,025.00
1		028213410200 ASBESTOS ABATEMENT EQUIP & SUPPLIES, BUY AIR FILTRATION DEVICE, 2000 CFM @ 296.35 x 2 $1,922.70	.00	.00
1		0282 ASBESTOS ABATEMENT EQUIP & SUPPLIES, BUY, AIR FILTRATION DEVICE 2,000 CFM @ $961.35 X 2 $1,922.70	.00	.00
		028213410350 ASBESTOS ABATEMENT EQUIP & SUPPLIES, BUY LIGHT STAND 500 WATT @ $50.78 x 2 $101.56		
		02823411750 ASBESTOS ABATEMENT EQUIP & SUPPLIES, BUY, VACUUM CLEANER, HEPA, STAINLESS STELL, WET/DRY, 16 GAL @ $1,306.45		
		028213416500 ASBESTOS ABATEMENT EQUIPMENT, NEGATIVE AIR MACHINE, 1800 CFM @ $892.22		
		028213420560 PREPARATION OF ASBESTOS CONTAINMENT AREA, COVER SURFACES WITH POLYETHYLENE SHEETING, WALLS, EACH LAYER, 6 MIL, INCL. GLUE AND TAPE @ $0.43 X 3,600 S.F. $1,548.00		
		028213435000 BULK ASBESTOS REMOVAL, REMOVE VATE AND MASTIC FROM FLOOR BY HAND, INCL DISP. TOOLS & 4 SUITS & RESP./DAY/WORKER @ $1.04 X 3,600 S.F. $3,744.00		

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 680774

DATE: 09/11/12

Needed 09-10-12

VENDOR: 347647 REQ:00222610
FAX (281)499-6655 Email:
Phone:(888)599-4747
CAS COMPANIES LP
1306 FM 1092 STE. 304
MISSOURI CITY TX 77459
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Special Instructions: Contract No: TIPPS 607261?
REQ 807

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		028213460200 DECONTAMINATION OF ASBESTOS CONTAINMENT AREA, SPRAY EXPOSED SUBSTRATE WITH SURFACTANT (BRIDGING) FLAT SURFACES. @ $0.77 X 3,600 S.F. $2,772.00		
		096519107350 RESILIENT FLOORING, VINYL COMPOSITION TILE, MARBLEIZED 12" X 12" X 1/8" @ $2.84 X 1,553.41 S.F. $4,411.68		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	13,025.00
		********** For Hidalgo County use only		
		2-1342-421-00-220-045-0-452		13,025.00
		Approved		

Authorized by: Martha L. Salazar

CAS Factor Calculation Sheet | Date Submitted: | 10/3/2012

Hidalgo Co.

Customer Name

Autopsy VCT Asbestos Abatement and Install

Project Name | CAS #: | 2011-026-07

Item		Used	Amount
Extended Total of Line Items Based on Quantities and Units Prices (Total OH&P)			16,698.72
City Cost Index (Average MEANS Construction Cost Indices by ESC)			
ESC 1 - McAllen	1	X	
Cost Adjusted by CAS			16,698.72
Coefficient	0.78	X	
Cost Adjusted for Coefficient			13,025.00
Zone Factor			
> 150 miles	1.00	X	
Cost Adjusted for Zone			13,025.00
Job Order Size Factor			
$0 < $25,000	1.00		
> $25,000 < $150,000	1.00	X	
>$150,000 and over	1.00		
Cost Adjusted for DO Size			13,025.00
Time of Performance Factors			
Normal M-F (7AM - 5PM)	1.00	X	
Other than Normal, week-ends & holidays	1.00		
Cost Adjusted for Time of Performance			13,025.00
Annual Volume Factors (12 month sliding window)			
>$1,000,000	1.00		
Cost Adjusted for Volume			13,025.00
Davis - Bacon (If Applicable)			
Cost Adjusted for Davis-Bacon			13,025.00
General Liability	0		
Permits $	0.00		
Bond	-		
Cost Adjusted for Permits and Insurance			13,025.00
Allowance	-		
Cost Adjusted Allowance			13,025.00
Bond	0.000	X	-
TOTAL ADJUSTED COST			13,025.00

Jason Cruz
CAS Signature

10-3-12
Date

Unit Detail Report

Cost Estimate Report
CostWorks
RSMeans

Year 2012 Quarter 3

Date: 3-Oct-12

ılgo Co. Autopsy - VCT Abatement and Install R

Prepared By:
Bill Bowlin
CAS Companies

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 02 Existing Conditions							
028213410200			Asbestos Abatement Equip. & Supplies, Buy, air filtration device, 2,000 CFM	2.00	Ea.	$985.73	$1,971.46
028213410350			Asbestos Abatement Equip. & Supplies, Buy, light stand, 500 watt	2.00	Ea.	$52.07	$104.14
028213411750			Asbestos Abatement Equip. & Supplies, Buy, vacuum cleaner, HEPA, stainless steel, wet/dry, 16 gal.	1.00	Ea.	$1,339.58	$1,339.58
028213416500			Asbestos Abatement Equipment, negative air machine, 1800 CFM	1.00	Ea.	$914.96	$914.96
028213420560			Preparation of asbestos containment area, cover surfaces with polyethylene sheeting, walls, each layer, 6 mil, incl. glue & tape	3,600.00	S.F.	$0.43	$1,548.00
028213435000			Bulk Asbestos Removal, remove VAT and mastic from floor by hand, incl. disp. tools & 4 suits & resp./day/worker	3,600.00	S.F.	$1.04	$3,744.00
028213460200			Decontamination of asbestos containment area, spray exposed substrate with surfactant (bridging), flat surfaces	3,600.00	S.F.	$0.78	$2,808.00
Division 02 Subtotal							**$12,430.14**
Division 09 Finishes							
096519107350			Resilient Flooring, vinyl composition tile, marbleized, 12" x 12" x 1/8"	1,529.96	S.F.	$2.79	$4,268.58
Division 09 Subtotal							**$4,268.58**

CostWorks RSMeans

Welcome Moises Salaza | Quick Tour | Help | Product Overview | Sign Off

Looking for your next job?

Home | Cost Books Online | Construction Estimate | Square Foot Estimator | My Account | Company Admin

New Estimate

Line Number: 028213410200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
028213410200	Asbestos Abatement Equip. & Supp...	Ea.				894.74			894.74	985.73

Reed Construction Data

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CostWorks RSMeans

Welcome Moises Salazar | Quick Tour | Help | Product Overview | Sign Off

Looking for your next job?

Home | Cost Books Online | Construction Estimate | Square Foot Estimator | My Account | Company Admin

New Estimate

Line Number: 028213410350 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
028213410350	Asbestos Abatement Equip. & Supp...	Ea.				47.01			47.01	52.07

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Line Number: 028213411750 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
028213411750	Asbestos Abatement Equip. & Supp...	Ea.				1213.20			1213.20	1339.58

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New Estimate

Line Number: 028213416500 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
028213416500	Asbestos Abatement Equipment, n...	Ea.				829.02			829.02	914.96

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Line Number: 028213420560 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
028213420560	Preparation of asbestos contain...	S.F.	A9	6000.00	0.011	0.05	0.24		0.29	0.44

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Line Number: 028213435000 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
028213435000	Bulk Asbestos Removal, remove V...	S.F.	A9	2400.00	0.027	0.08	0.61		0.69	1.07

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Line Number: 028213460200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Repair & Remodeling Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
028213460200	Decontamination of asbestos co...	S.F.	A9	6000.00	0.011	0.36	0.24		0.60	0.79

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Line Number: 096519107350 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 3 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
096519107350	Resilient Flooring, vinyl composi...	S.F.	1 Tilf	500.00	0.016	1.85	0.51		2.36	2.86

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AI-34718 **Purchasing Department 6. D.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award proposal received from CAS Companies in the amount of $_____(through Hidalgo County's membership/participation with Tips/Taps Contract #6072612) for the provision of labor, to include materials but not limited to any appurtenances, as per specifications developed by Halff & Associates and Dannenbaum Engineering for proposed renovations and annex of Modular Buildings to Hidalgo County Courthouse aka P roject #12-204-OGG and evidenced by a properly executed purchase order.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Upon receipt and verification of pricing, DBM will notified so as to accommodate sufficient funding.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 04:38 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Oscar Garza Started On: 10/11/2012 04:36 PM

Final Approval Date: 10/12/2012

AI-34687 **6. E.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, 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. Request is only for authority to utilize vendors from approved cooperatives when making purchases.

Attachments

TASB-West Music Company

TPASS-Labatt & Ben E. Keith

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 10:03 AM
Budget & Management	Merlen P. Munoz	10/12/2012 10:20 AM
Rosalinda Cantu	Rosie Cantu	10/12/2012 01:46 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Matilde Faz Started On: 10/10/2012 04:44 PM

Final Approval Date: 10/12/2012

Consent
34687
10/23/12

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendors
West Music Company[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Contracts

Resources

Vendor Name:	West Music Company
Address:	1212 5th St PO Box 5521 Coralville, IA 52241
Phone Number:	(800) 397-9378
Email:	Bids@westmusic.com
Federal ID:	42-0737247
Contact:	Alex Adams
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Musical Instruments, Equipment, Supplies & Repair
Contract#:	381-11
Effective Date:	09/01/2011
Expiration Date:	08/31/2014
Payment Terms:	1% in 10/Net 30 days
Delivery Days:	30
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahon Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming
Contract Exceptions:	Expedited or emergency shipping will be at additional cost.
Quote Reference Number:	381-11
Return Policy:	Returns within 45 days of original purchase w/ receipt, packing slip or invoice and in original condition, no returns on opened software or recorded media unless defective.
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must ass their individual projects to determine the need for bonding and insurance, including witl limitation such workers' compensation insurance as may be required by state or local la 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 subject to prevailing wage rate requirements under the federal Davis Bacon Act or state 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 Governme 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 A "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 th governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.0 (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 t they must comply with the Act whenever a contract includes professional services as a**

Consent #34687 10/23/12

Document View | 100% | 1 /1 | Refresh Data | Track

Window on State Government

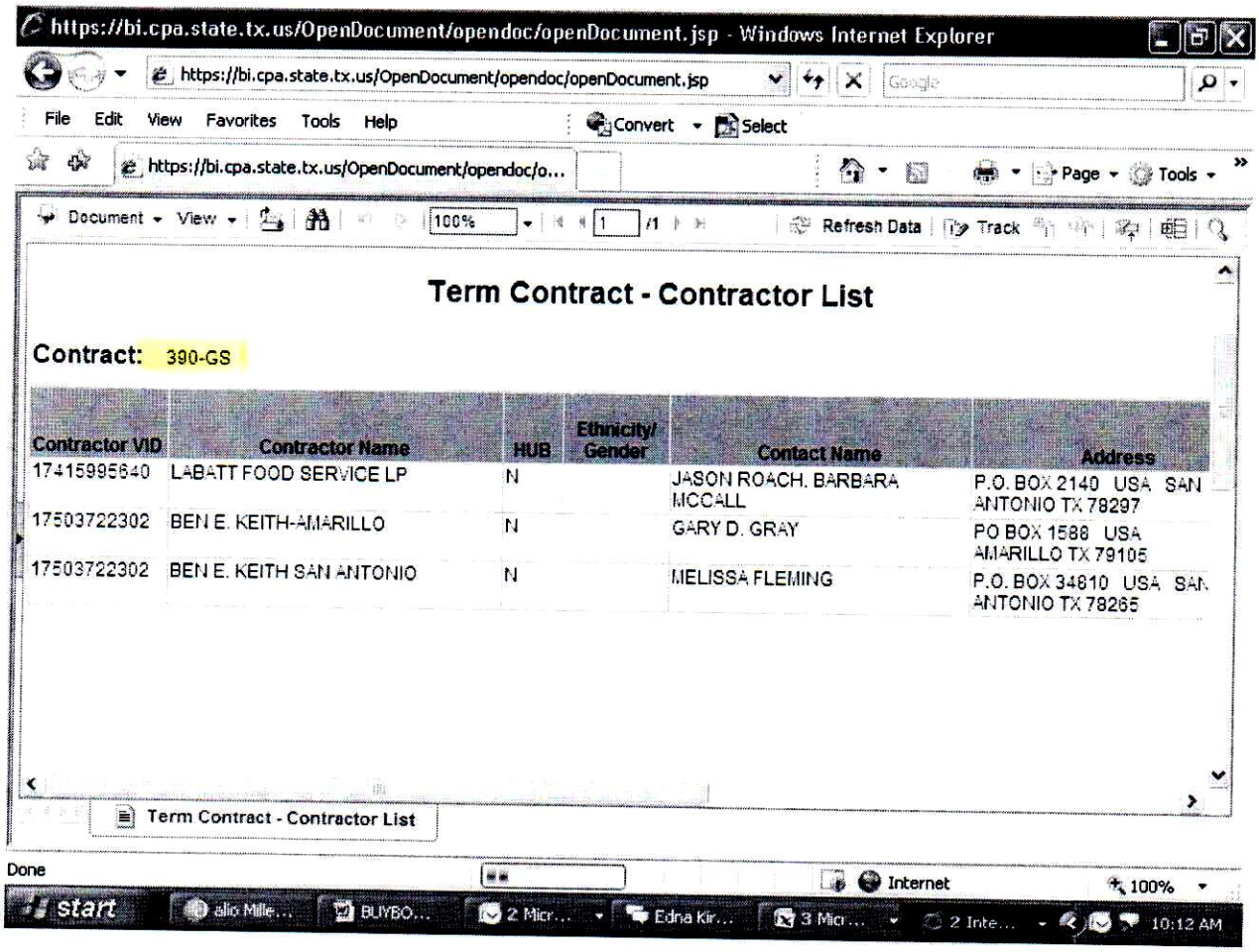
State Purchasing | Contracts | TxSmartBuy Term Contracts | Help

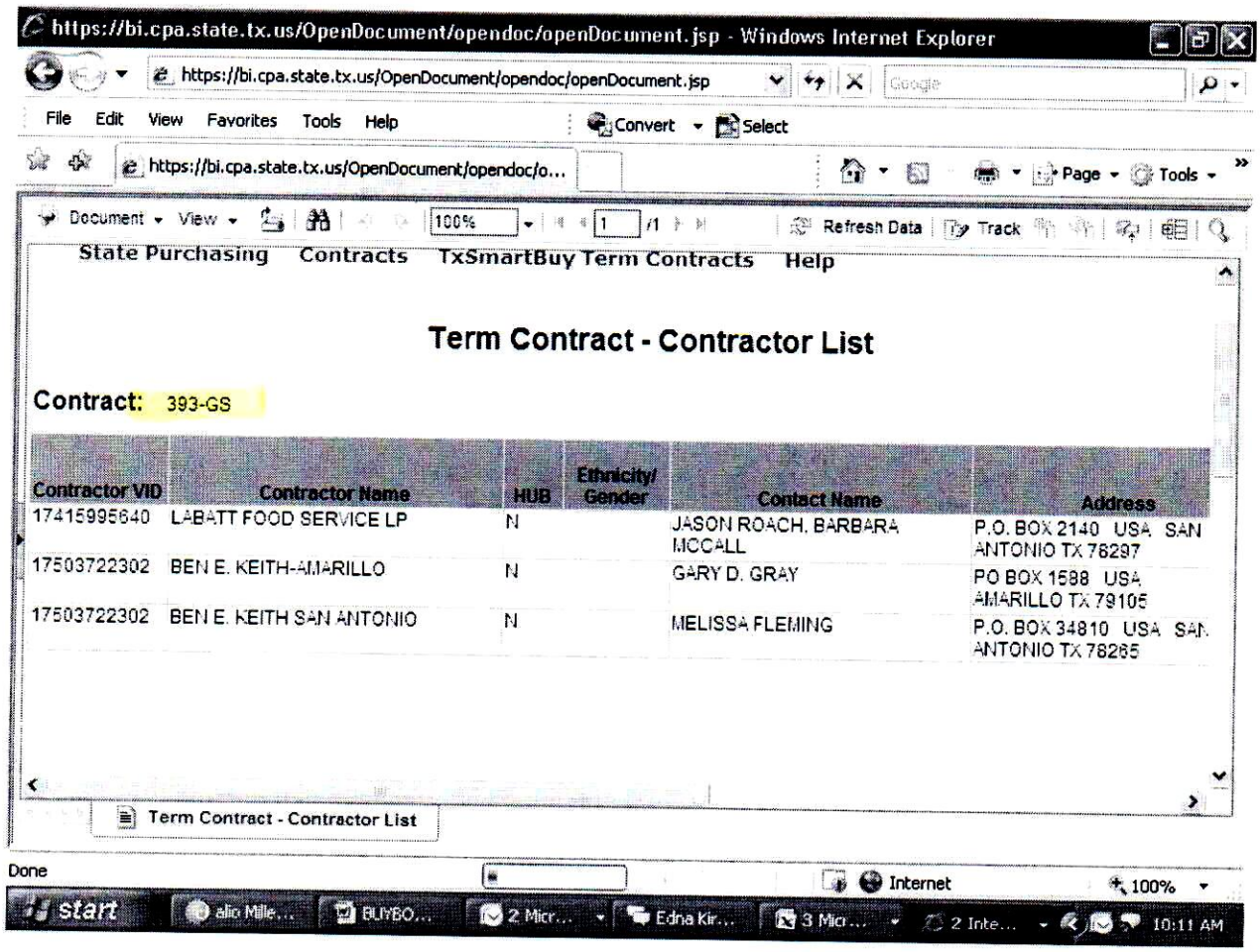
Term Contract - Contractor List

Contract: 385-GS

Contractor VID	Contractor Name	HUB	Ethnicity/ Gender	Contact Name	
17415995640	LABATT FOOD SERVICE LP	N		JASON ROACH, BARBARA MCCALL	P.O. BOX ANTONIO
17503722302	BEN E. KEITH-AMARILLO	N		GARY D. GRAY	PO BOX 1 AMARILL(
17503722302	BEN E. KEITH SAN ANTONIO	N		MELISSA FLEMING	P.O. BOX ANTONIO

Term Contract - Contractor List


https://bi.cpa.state.tx.us/OpenDocument/opendoc/openDocument.jsp - Windows Internet Explorer
https://bi.cpa.state.tx.us/OpenDocument/opendoc/openDocument.jsp
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Select
https://bi.cpa.state.tx.us/OpenDocument/opendoc/o...
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Refresh Data
Track
Term Contract - Contractor List
Contract: 390-GS
Contractor VID
Contractor Name
HUB
Ethnicity/ Gender
Contact Name
Address
17415995640
LABATT FOOD SERVICE LP
N
JASON ROACH, BARBARA MCCALL
P.O. BOX 2140 USA SAN ANTONIO TX 78297
17503722302
BEN E. KEITH-AMARILLO
N
GARY D. GRAY
PO BOX 1588 USA AMARILLO TX 79105
17503722302
BEN E. KEITH SAN ANTONIO
N
MELISSA FLEMING
P.O. BOX 34610 USA SAN ANTONIO TX 78265
Term Contract - Contractor List
Done
Internet
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start
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https://bi.cpa.state.tx.us/OpenDocument/opendoc/openDocument.jsp - Windows Internet Explorer
https://bi.cpa.state.tx.us/OpenDocument/opendoc/openDocument.jsp
File Edit View Favorites Tools Help
Convert Select
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Page Tools
Document View 100% 1 /1 Refresh Data Track
State Purchasing Contracts TxSmartBuy Term Contracts Help
Term Contract - Contractor List
Contract: 393-GS
Contractor VID | Contractor Name | HUB | Ethnicity/ Gender | Contact Name | Address
17415995640 | LABATT FOOD SERVICE LP | N | | JASON ROACH, BARBARA MCCALL | P.O. BOX 2140 USA SAN ANTONIO TX 78297
17503722302 | BEN E. KEITH-AMARILLO | N | | GARY D. GRAY | PO BOX 1588 USA AMARILLO TX 79105
17503722302 | BEN E. KEITH SAN ANTONIO | N | | MELISSA FLEMING | P.O. BOX 34810 USA SAN ANTONIO TX 78265
Term Contract - Contractor List
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AI-34680 **6. F.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 2 (Final) in the amount of $100,312.65 from GP7 Construction, LLC, contracted vendor for La Homa Road South Subdivision as submitted by Javier Hinojosa Engineering, project engineer (C-CAP-12-090-05-29).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1312-431-00-123-385-1-731/733

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

BUDGETARY IMPACT:

Available funds in P.O. #678538 as of 10/12/12.

Attachments

Application for Payment No.2 Final La Homa Road South Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	10/10/2012 03:56 PM
Purchasing Department	Marty Salazar	10/12/2012 09:59 AM
Budget & Management	Merlen P. Munoz	10/12/2012 10:19 AM
Perla Lopez	Perla Lopez	10/12/2012 04:06 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Marcie Jackson Started On: 10/10/2012 03:40 PM

Final Approval Date: 10/12/2012

~~AI-34501 10/09/12 C~~
AI-34680 10/16/12 C

APPLICATION FOR PAYMENT NO. 2 (FINAL)

To: HIDALGO COUNTY (OWNER)
From: GP7 CONSTRUCTION, LLC (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LA HOMA ROAD SOUTH SUBDIVISION - RICARDO AVENUE
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR LA HOMA ROAD SOUTH SUBDIVISION - RICARDO AVENUE
Owner's Contract No. C-CAP-12-090-05-29 Engineer's Project No.
For Work accomplished through the date of: September 12, 2012

1. Original Contract Price:		$163,402.20
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$163,402.20
4. Total completed and stored to date:		$163,402.20
5. Retainage (per Agreement):		
10% of completed Work:	$16,340.22	
of stored material		
Total Retainage:		$16,340.22
6. Total completed and stored to date less retainage (4 minus 5)		$147,061.98
7. Less previous Application for Payments:		$46,749.33
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$100,312.65

Accompanying Documentation:

1. Application and Certification of Payme
2. Schedule of Values
3. Estimate Quantity Update Worksheet
4. List of Suppliers and Sub-contractors
5. Partial Waiver of Liens (Sub-contracto
6. TxDot Form 252 Contract Time Statem
7. Payroll Reports

REQ.# 219537 P.O.# 678538
2-1312-431-00-123-385-1-731→$65,668.50
<-6,566.85>=$59,101.65
REQ.# 219537 P.O.# 678538
2-1312-431-00-123-385-1-733→$45,790.00
<-4,579.00>=$41,211.00

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 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 9-21-12

GP7 CONSTRUCTION, LLC
(CONTRACTOR)
By: _____
STEVE GARZA
OWNER
304 PALO VERDE
BROWNSVILLE, TEXAS 78521

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 21st day of September, 2012
Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2016

CLAUDIA N. YBARRA
Notary Public, State of Texas
My Commission Expires
March 23, 2016

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 9/25/12

JAVIER HINOJOSA ENGINEERING
(ENGINEER)
By: _____
Javier Hinojosa, P.E.

Exhibit E-C

INVOICE RECEIVED BY: _____ ON 9/25/12
GOODS/SERVICES RECEIVED BY: _____ ON 9/25/12

GP7 Construction, LLC	Contractor Name
07/30/12	Starting Date
9/12/2012	Project Ending Date
10%	Retainage Percent

Application No.	2 (FINAL)
Application Date:	9/12/2012
Period To:	08/25/12 to 09/12/12
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule 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
3C1080385	La Homa Road	$ 163,402.20	$ -	$ 51,943.70	$ 111,458.50	$ -	$ 163,402.20	$ -	$ 16,340.22	$ 147,061.98	$ 46,749.33	$ 100,312.65
	South Subdivision											
		$ 163,402.20	$ -	$ 51,943.70	$ 111,458.50	$ -	$ 163,402.20	$ -	$ 16,340.22	$ 147,061.98	$ 46,749.33	$ 100,312.65

GP7 Construction, LLC	Contractor Name
7/30/2012	Starting Date
9/12/2012	Project Ending Date
La Homa Road South Subdivision - Ricardo Ave.	Engineer's / County Project Description

Application No.: 2 (FINAL
Application Date: 9/12/2012
Period To: 8/25/12 To 9/12/12
Engineer's / County Project No.: C-CAP-12-090-05-29

					Original Schedule Value			Revised Schedule 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
		ROADWAY																			
1	100	Preparig ROW	STA	$ 615.00	12.88	$ 7,921.20	$ -	0.00	$ -	12.88	12.88	$ 7,921.20	0	13	$ -			$ -	$ 7,921.20	0	$ -
2	247	8" FLEX BASE (Compl in Place) (TY E GR4)	SY	$ 6.50	4210	$ 27,365.00	$ -	0.00	$ -	0	0.00	$ -	4210	4,210	$ 27,365.00			$ -	$ 27,365.00	0	$ -
3	251	Reworking BS Mtrl. (DC) (TY D 6")	SY	$ 3.25	4210	$ 13,682.50	$ -	0.00	$ -	4210	4210.00	$ 13,682.50	0	4,210	$ -			$ -	$ 13,682.50	0	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 4.25	842	$ 3,578.50	$ -	0.00	$ -	0	0.00	$ -	842	842	$ 3,578.50			$ -	$ 3,578.50	0	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 9.00	3625	$ 32,625.00	$ -	0.00	$ -	0	0.00	$ -	3625	3,625	$ 32,625.00			$ -	$ 32,625.00	0	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,500.00	2	$ 3,000.00	$ -	0.00	$ -	1	1.00	$ 1,500.00	1	2	$ 1,500.00			$ -	$ 3,000.00	0	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-2)	SY	$ 20.00	30	$ 600.00	$ -	0.00	$ -	0	0.00	$ -	30	30	$ 600.00			$ -	$ 600.00	0	$ -
8		Relocate Mail Boxes	LS	$ 3,380.00	1	$ 3,380.00	$ -	0.00	$ -	1	1.00	$ 3,380.00	0	1	$ -			$ -	$ 3,380.00	0.0	$ -
			Total Roadway		$ 92,152.20			$ -			$ 26,483.70			$ 65,668.50			$ -	$ 92,152.20	$ -	
		DRAINAGE																			
11	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 16.00	750	$ 12,000.00	$ -	0.00	$ -	0	0.00	$ -	750	750	$ 12,000.00			$ -	$ 12,000.00	0	$ -
12	530	Driveway (Concrete 3000 PSI)	SY	$ 35.00	950	$ 33,250.00	$ -	0.00	$ -	0	0.00	$ -	950	950	$ 33,250.00			$ -	$ 33,250.00	0	$ -
13	556	15" ADS Culvert Pipe	LF	$ 15.00	1400	$ 21,000.00	$ -	0.00	$ -	1,400	1400.00	$ 21,000.00	0	1,400	$ -			$ -	$ 21,000.00	0	$ -
14	556	18" RCP Culvert Pipe	LF	$ 22.00	70	$ 1,540.00	$ -	0.00	$ -	70	70.00	$ 1,540.00	0	70	$ -			$ -	$ 1,540.00	0	$ -
15	556	Safety End Treatments	EA	$ 650.00	2	$ 1,300.00	$ -	0.00	$ -	2	2.00	$ 1,300.00	0	2	$ -			$ -	$ 1,300.00	0	$ -
16	5249	Temporary Sediment Control Fence	LF	$ 3.00	540	$ 1,620.00	$ -	0.00	$ -	540	540.00	$ 1,620.00	0	540	$ -			$ -	$ 1,620.00	0	$ -
17	5249	Temporary Sediment Control Fence (Remove)	LF	$ 1.00	540	$ 540.00	$ -	0.00	$ -	0	0.00	$ -	540	540	$ 540.00			$ -	$ 540.00	0	$ -
			Total Drainage		$ 71,250.00			$ -			$ 25,460.00			$ 45,790.00			$ -	$ 71,250.00	$ -	
		GRAND TOTAL			$ 163,402.20						$ 51,943.70							$ 163,402.20		$ -

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

9/25/12
Date

Exhibit E-D

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 2

CONTRACTOR General Contractor -GP7 Construction Subcontractor - 2GS, LLC.

PROJECT NO. C-CAP-12-090-05-29

COUNTY Hidalgo

DATE WORK BEGAN July 30, 2012

TIME COMPUTED FROM September 12, 2012

DATE WORK COMPLETED September 13, 2012

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
August	25	1		No Work (Saturday)
August	26	1		No Work (Sunday)
August	27	2		Continue bringing in caliche to subdivision and also start mixing and compacting - total of 32 loads
August	29	3		Bluetoping caliche and prep for testing. Also getting driveways ready for asphalt and installing mail boxes
September	1	1		No Work (Saturday)
September	2	1		No Work (Sunday)
September	3	1		No Work (Labor Day)
September	4	2		Installing and pouring concrete driveways and dressing up bar ditches
September	6	2		Laying Prime Oil in driveways and road.
September	8	1		No Work (Saturday)
September	9	1		No Work (Sunday)
September	10	1		Start paving Driveways and adding a second coat of prime to the street
September	11	1		Start paving Ricardo St. Completed that same day
September	12	1		Cleaning up and start to remove equipment from jobsite
September	13	1		Final Cleaning and preparation for Walkthrough

AI-34590 **6. G.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11324261-$ 1,486.88 for "Mile 2 N.-Inspiration to Moorefield Rd"-C-11-195-08-16
2. Invoice No. 11324262-$ 2,331.48 for "Mile 2"-C-11-195-06-28
3. Invoice No. 11324267-$101,367.50 for "La Homa"-C-11-312-02-07.
4. Invoice No. 11324268-$ 6,280.00 for "FM 681-FM 2221 to SH 107"-C-09-192-06-08
5. Invoice No. 11324269-$ 4,220.00 for "FM 681-FM 2221/FM 492: FM 681 to FM 364"-C-09-192A-06-08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-099-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Invoice No. 11324261: Available funds in P.O. #672761 as of 10/12/12 are $88,934.07.

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-094-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Invoice No. 11324262: Available funds in P.O. #663265 as of 10/12/12 are $192,740.00.

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-045-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Invoice No. 11324267: Available funds in P.O. #671613 as of 10/12/12 are $665,550.00.

FISCAL YEAR: 2012 ACCT. #: 2-1315-431-00-123-070-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Invoice No. 11324268: Available funds in P.O. #625224 as of 10/12/12 are $63,882.87.

FISCAL YEAR: 2012 ACCT. #: 2-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11324269: Available funds in P.O. #625225 as of 10/12/12 are $70,593.16.

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 02:25 PM
Budget & Management	Merlen P. Munoz	10/11/2012 03:04 PM
Perla Lopez	Perla Lopez	10/12/2012 09:56 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Rocio Villarreal Started On: 10/03/2012 04:55 PM

Final Approval Date: 10/12/2012

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324262
INVOICE DATE: 09/30/12

SIGN:
REQ# 20883
PO# 663765

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of September 2012.						
13002-ROW Mapping	14,200.00	14,200.00		14,200.00	100.0	
13003-Utility Adjust	45,878.34	38,996.59		38,996.59	85.0	6,881.75
13020-ROW Map/Sub	27,000.00	25,650.00		25,650.00	95.0	1,350.00
15001-Rdwy Dsgn Srvy	21,600.00	21,600.00		21,600.00	100.0	
15005-Outfall Survey	15,000.00	15,000.00		15,000.00	100.0	
15010-Field Srvy/Sub	15,300.00	14,535.00		14,535.00	95.0	765.00
16001-Rdwy Dsg-PS&E	73,500.00	62,475.00	2,205.00	64,680.00	88.0	8,820.00
16101-Hydro Map	30,000.00	27,000.00		27,000.00	90.0	3,000.00
16201-Signing	11,329.30	10,536.25		10,536.25	93.0	793.05
16202-Pavement Mrkng	6,323.80	5,564.94	126.48	5,691.42	90.0	632.38
16250-Signal Dsg/Sub	12,974.89	4,933.55		4,933.55	38.0	8,041.34
16304-Irrig Design	15,000.00	13,500.00		13,500.00	90.0	1,500.00
32002-Const Mgmt	72,000.00				0.0	72,000.00
60000-Row Acq. Admin	58,500.00	43,875.00		43,875.00	75.0	14,625.00
60100-Title Services	5,400.00				0.0	5,400.00
60200-Appraisal Srv	6,300.00				0.0	6,300.00
60220-Appraisal/Sub	18,000.00				0.0	18,000.00
60300-Appraisal Rvw	3,825.00				0.0	3,825.00
60330-Appr. Rev/Sub	3,375.00				0.0	3,375.00
60400-Parcel Negtion	32,400.00				0.0	32,400.00
60500-Clsng Srvs Fee	2,700.00				0.0	2,700.00
TOTALS:	490,606.33	297,866.33	2,331.48	300,197.81	61.2	190,408.52

ORIGINAL CONTRACT SUM	$	490,606.33
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	490,606.33
TOTAL COMPLETED TO DATE	$	300,197.81
LESS PREVIOUS INVOICES	$	297,866.33
CURRENT PAYMENT DUE	$	2,331.48

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY _____ ON 10/2/12

GOODS/SERVICES RECEIVED BY _____ ON 9/30/12

2-1312-431-00-123-094-0-731

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324261
INVOICE DATE: 09/30/12

SIGN:
REQ# 9123L
PO# 672761

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 120102
Mile 2 N. WA#2
Inspiration to Moorefield Rd
PO#672761

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of September 2012.						
13002-ROW Mapping	27,500.00	27,500.00		27,500.00	100.0	
13003-Utility Adjust	57,700.00	49,045.00		49,045.00	85.0	8,655.00
13020-ROW Map/Sub	18,000.00	17,100.00		17,100.00	95.0	900.00
15001-Rdwy Dsgn Srvy	6,700.00	6,700.00		6,700.00	100.0	
15005-Outfall Survey	15,000.00	15,000.00		15,000.00	100.0	
15010-Rdwy Dsgn/Sub	9,700.00	9,215.00		9,215.00	95.0	485.00
16001-Rdwy Dsg-PS&E	40,000.00	34,000.00	1,200.00	35,200.00	88.0	4,800.00
16102-Hydro Design	24,467.42	22,020.68		22,020.68	90.0	2,446.74
16201-Signing	17,645.01	16,409.86		16,409.86	93.0	1,235.15
16202-Pavement Mrkng	14,344.06	12,622.77	286.88	12,909.65	90.0	1,434.41
16205-Signal Design	10,000.00	6,594.98		6,594.98	65.9	3,405.02
16270-Flsh Beacn/Sub	6,487.45	2,466.78		2,466.78	38.0	4,020.67
16304-Irrig Design	25,000.00	22,500.00		22,500.00	90.0	2,500.00
60000-Row Acq. Admin	29,592.00	19,234.80		19,234.80	65.0	10,357.20
60100-Title Services	3,600.00				0.0	3,600.00
60200-Appraisal Srv	4,200.00				0.0	4,200.00
60220-Appraisal/Sub	12,000.00				0.0	12,000.00
60300-Appraisal Rvw	2,100.00				0.0	2,100.00
60302 Aprasal Update	408.00				0.0	408.00
60330-Appr. Rev/Sub	2,700.00				0.0	2,700.00
60400-Parcel Negtion	21,000.00				0.0	21,000.00
60500-Clsng Srvs Fee	1,200.00				0.0	1,200.00
TOTALS:	349,343.94	260,409.87	1,486.88	261,896.75	75.0	87,447.19

INVOICE RECEIVED BY
_____ ON 10/2/12

GOODS/SERVICES RECEIVED BY
_____ ON 9/30/12

2-1342-431-06123-099-0-841

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	349,343.94
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	349,343.94
TOTAL COMPLETED TO DATE	$	261,896.75
LESS PREVIOUS INVOICES	$	260,409.87
CURRENT PAYMENT DUE	$	1,486.88

VM

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324269
INVOICE DATE: 09/30/12

SIGN: [signature]
REQ# 15684
PO# 625225

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

Engineering services for the month of September 2012.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
13020-ROW Map/Sub	99,200.00	99,200.00		99,200.00	100.0	
15001-Surv,Plans&Des	16,611.68	16,611.68		16,611.68	100.0	
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	126,800.00		126,800.00	100.0	
16102-Hydraulic Dsgn	20,000.00	20,000.00		20,000.00	100.0	
16104-Outfall Dsgn	20,000.00	20,000.00		20,000.00	100.0	
16201-Signing	10,000.00	10,000.00		10,000.00	100.0	
16202-Pvmt Marking	8,000.00	8,000.00		8,000.00	100.0	
16303-Signal/Ill	8,490.57	8,490.57		8,490.57	100.0	
16230-Signal/Ill Sub	30,000.00	30,000.00		30,000.00	100.0	
16302-Traf Cntrl Pln	15,000.00	15,000.00		15,000.00	100.0	
16304-Irrigation	15,000.00	15,000.00		15,000.00	100.0	
16306-Qty Specs	15,000.00	15,000.00		15,000.00	100.0	
16307-Utilities	15,000.00	15,000.00		15,000.00	100.0	
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	145,172.17	145,172.17		145,172.17	100.0	
60100-Title Services	19,200.00	19,200.00		19,200.00	100.0	
60200-Appraisal Srv	22,400.00	21,011.20		21,011.20	93.8	1,388.80
60220-Appr Svc/Sub	64,000.00	60,000.00		60,000.00	93.8	4,000.00
60300-Appraisal Rvw	13,600.00	12,321.60		12,321.60	90.6	1,278.40
60301-Apprais Update	4,500.00				0.0	4,500.00
60330-Appr Rev/Sub	12,000.00	10,875.00		10,875.00	90.6	1,125.00
60400-Parcel Negtion	112,000.00	73,500.00	4,200.00	77,700.00	69.4	34,300.00
60500-Clsng Srvs Fee	6,400.00	2,580.00	20.00	2,600.00	40.6	3,800.00
60600-Relocation Srv	6,000.00	6,000.00		6,000.00	100.0	
60700-Land	18,283.02	18,283.02		18,283.02	100.0	
TOTALS:	875,185.40	804,592.24	4,220.00	808,812.24	92.4	66,373.16
16002-Rdwy Design	14,133.02	14,133.02		14,133.02	100.0	
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-18,283.02	-18,283.02		-18,283.02	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324269
INVOICE DATE: 09/30/12

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	875,185.40	804,592.24	4,220.00	808,812.24	92.4	66,373.16

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	808,812.24
LESS PREVIOUS INVOICES	$	804,592.24
CURRENT PAYMENT DUE	$	4,220.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
[illegible] ON 10/2/12
GOODS/SERVICES RECEIVED BY
Com Flow ON 9/30/12
2-1315-431-00-193-071-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324268
INVOICE DATE: 09/30/12

SIGN: [signature]
REQ# 136841
PO# 625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

Engineering services for the month of September 2012.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
13002-ROW Map	6,200.00	6,200.00		6,200.00	100.0	
13020-ROW Map/Sub	158,100.00	158,100.00		158,100.00	100.0	
15001-Surv,Plans&Des	677.32	677.32		677.32	100.0	
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	365,920.00		365,920.00	100.0	
16102-Hydraulic Dsgn	40,000.00	40,000.00		40,000.00	100.0	
16104-Outfall Dsgn	40,000.00	40,000.00		40,000.00	100.0	
16201-Signing	20,000.00	20,000.00		20,000.00	100.0	
16202-Pvmt Marking	16,000.00	16,000.00		16,000.00	100.0	
16230- Signal/Illum	90,000.00	90,000.00		90,000.00	100.0	
16302-Traf Cntrl Pln	30,000.00	30,000.00		30,000.00	100.0	
16304-Irrigation	30,000.00	30,000.00		30,000.00	100.0	
16306-Qty Specs	30,000.00	30,000.00		30,000.00	100.0	
16307-Utilities	30,000.00	30,000.00		30,000.00	100.0	
32001-Const. Mgnmt	22,075.47				0.0	22,075.47
60000-Row Acq. Admin	272,852.83	272,852.83		272,852.83	100.0	
60100-Title Services	31,800.00	31,800.00		31,800.00	100.0	
60200-Appraisal Srv	37,100.00	37,100.00		37,100.00	100.0	
60220-Appr Svc/Sub	106,000.00	106,000.00		106,000.00	100.0	
60300-Appraisal Rvw	22,525.00	22,525.00		22,525.00	100.0	
60301-Apprais Update	9,500.00	3,000.00	1,000.00	4,000.00	42.1	5,500.00
60330-Appr Rev/Sub	19,875.00	19,875.00		19,875.00	100.0	
60400-Parcel Negtion	185,500.00	157,500.00	4,900.00	162,400.00	87.5	23,100.00
60500-Clsng Srvs Fee	10,600.00	6,580.00	380.00	6,960.00	65.7	3,640.00
60600-Relocation Srv	12,000.00	12,000.00		12,000.00	100.0	
60700-Land	38,716.98	38,716.98		38,716.98	100.0	
TOTALS:	1,740,612.60	1,676,729.73	6,280.00	1,683,009.73	96.7	57,602.87
16002-Rdwy Dsg-2 Set	34,566.98	34,566.98		34,566.98	100.0	
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-38,716.98	-38,716.98		-38,716.98	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324268
INVOICE DATE: 09/30/12

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	1,740,612.60	1,676,729.73	6,280.00	1,683,009.73	96.7	57,602.87

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	1,683,009.73
LESS PREVIOUS INVOICES	$	1,676,729.73
CURRENT PAYMENT DUE	$	6,280.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 10/2/12
GOODS/SERVICES RECEIVED BY
Con Tilson ON 9/30/12
2-1315-431-00-123-070-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324267
INVOICE DATE: 09/30/12

SIGN: [signature]
REQ# 271011
PO# 671613

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
32001-Const Mgmt	108.000.00				0.0	108.000.00
60000-Row Acq. Admin	329.000.00	279.650.00	49.350.00	329.000.00	100.0	
60100-Title Services	42.000.00	37.800.00		37.800.00	90.0	4.200.00
60200-Appraisal Srv	49.000.00		11.221.00	11.221.00	22.9	37.779.00
60220-Appraisal Srv	140.000.00		32.000.00	32.000.00	22.9	108.000.00
60300-Appraisal Rvw	24.500.00		3.846.50	3.846.50	15.7	20.653.50
60330-Appraisal Rev	31.500.00		4.950.00	4.950.00	15.7	26.550.00
60400-Parcel Negtion	245.000.00				0.0	245.000.00
60500-Clsng Srvs Fee	14.000.00				0.0	14.000.00
TOTALS:	983.000.00	317.450.00	101.367.50	418.817.50	42.6	564.182.50

[signature]
PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	983.000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983.000.00
TOTAL COMPLETED TO DATE	$	418.817.50
LESS PREVIOUS INVOICES	$	317.450.00
CURRENT PAYMENT DUE	$	101.367.50

INVOICE RECEIVED BY
NBC ON 10/2/12
GOODS/SERVICES RECEIVED BY
[signature] ON 9/30/12

2-1342-431-00-123-045-0-841

AI-34500 **6. H.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation, consideration and approval to create separate accounts for All Hidalgo County: Law Enforcement, Agencies and/or Programs with Fuel Card Contractor- US Bank for accounting purposes with concurrence by the Hidalgo County Auditor's office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 12:32 PM
Budget & Management	Merlen P. Munoz	10/11/2012 01:00 PM
Erika Zamora	Erika Zamora	10/12/2012 04:52 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Nielda Cavazos Started On: 09/27/2012 04:34 PM

Final Approval Date: 10/12/2012

Nielda Cavazos

From: terri.lewcun@usbank.com
Sent: Friday, September 28, 2012 3:16 PM
To: Nielda Cavazos
Subject: Re: Separate Accounts

Hi Nielda,

As we discussed, please tell me specifically which cards/vehicles/drivers you want moved to which account.

Did you leave me a message today? It just said Nielda with purchasing.

Terri Lewcun
Relationship Manager
US Bank Corp Market
832-486-1162 tel
terri.lewcun@usbank.com

From: "Nielda Cavazos" <nielda.cavazos@co.hidalgo.tx.us>
To: <terri.lewcun@usbank.com>
Date: 09/28/2012 03:01 PM
Subject: Separate Accounts



Hi Ms Terri I have a little dilemma how can I have separate invoices for all Law Enforcement Agencies and Program/Agencies.

For bill and auditing purposes we like to have them separate can you please advise me on what I need to do in order to have these departments billed separate.

Thanks,

Nielda Cavazos, Administrative Assistant
Hidalgo County Purchasing Department
2612 S. Bus Hwy 281
Edinburg, Texas 78539
Phone: (956)-292-7000 ext 4853
Fax: (956) 292-7612
nielda.cavazos@co.hidalgo.tx.us

AI-34525 **6. I.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Barbara Storz Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request by Texas A&M AgriLife Extension Service Hidalgo County through Barbara Storz, CEA-Horticulture/County Coordinator for CC removal of the fixed assets in Exhibit A with all pertinent back up information as attached.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact as all assets have no value.

Attachments

Affidavit/Depreciation Rpt/Exhibit A

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 01:04 PM
Budget & Management	Merlen P. Munoz	10/11/2012 01:10 PM
Erika Zamora	Erika Zamora	10/12/2012 04:48 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Dagoberto Rios Started On: 10/01/2012 03:16 PM

Final Approval Date: 10/12/2012

AFFIDAVIT

State Of Texas

County of Hidalgo

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Barbara Storz, who after being duly sworn, deposes and says:

My name is **Barbara C. Storz** and I am CEA-Horitculture/County Coordinator at the Texas A&M AgriLife Extension Service-Hidalgo County. It is my intent to attest that items in Exhibit "A" are no longer in the possession of the Hidalgo County Texas A&M AgriLife Service. Due to the lapse in time and transitions of county department staff, back-up information is not available except as provided. Therefore, I am formally requesting that these items be removed from the Hidalgo County inventory list. All efforts where exhausted through the Hidalgo County Purchasing Department-Fixed Assets Division as well as our Department's Inventory Control Specialist to locate the items.

DATED this the 28th of September, 2012

Barbara C Storz
Signature of Affiant

SWORN to subscribed before me, this 28th day of September, 2012

Janie Perales

Janie Perales
NOTARY PUBLIC

My Commission Expires:

12-21-2015

JANIE PERALES
Notary Public, State of Texas
My Commission Expires
December 21, 2015

HIDALGO COUNTY, TEXAS

PURCHASING DEPT. - FIXED ASSET DIVISION

SCHEDULE OF DEPRECIATION

9/27/2012

DEPT. NO.	QTY	ASSET NO.	ASSET DESCRIPTION	ACQ. DATE	AQC YEAR	ACQ. COST	DEPRECIATION PER YEAR	LIFE EXP.	EST. DEPR. DATE	SALVAGE YEAR	YEARS USED	DEPRECIATION AMOUNT	SALVAGE VALUE
380	1	1808	1 PAUL PRTBLE SCALE (LIVESTOCK)	08/01/57	1957	735.00	105.00	7	09/27/12	2012	55	5,775.00	$0.00
380	1	11173	1 PAUL SCALE W/TRAILER MODEL 302	09/17/79	1979	1,106.50	158.07	7	09/27/12	2012	33	5,216.36	$0.00
380	1	30055	1 VISIONS COLLECTION CORNER WORKSTATION	03/26/96	1996	349.95	49.99	7	09/27/12	2012	16	799.89	$0.00
380	1	30523	1 ACI MINI TOWER W/PENTIUM-20	12/09/96	1996	1,200.00	171.43	7	09/27/12	2012	16	2,742.86	$0.00
380	1	31269	1 MICROCOMPUTER FROM EXTENSION SERVICE	09/16/97	1997	1,200.00	171.43	7	09/27/12	2012	15	2,571.43	$0.00
380	1	31270	1 MICROCOMPUTER FROM EXTENSION SERVICE	09/16/97	1997	1,200.00	171.43	7	09/27/12	2012	15	2,571.43	$0.00
380	1	34262	1 PROXIMA LS1 VIDEO PROJECTOR	01/25/00	2000	1,600.00	228.57	7	09/27/12	2012	12	2,742.86	$0.00
	7					7,391.45							$0.00

HIDALGO COUNTY
AGRI-LIFE INVENTORY
2012

EXHIBIT "A" **9/27/2012**

QTY	ASSET NR.	DESCRIPTION	DATE AQUI	LIC PLATES	SERIAL NUMBER	PO	COST
1	1808	1 PAUL PRTBLE SCALE (LIVESTOCK)	21033	905-783	AW5703	45L	$ 735.00
1	11173	1 PAUL SCALE W/TRAILER MODEL 302	29115				$ 1,106.50
1	30055	1 VISIONS COLLECTION CORNER WORKSTATION	35150				$ 349.95
1	30523	1 ACI MINI TOWER W/PENTIUM-20	35408				$ 1,200.00
1	31269	1 MICROCOMPUTER FROM EXTENSION SERVICE	35689			232276	$ 1,200.00
1	31270	1 MICROCOMPUTER FROM EXTENSION SERVICE	35689				$ 1,200.00
1	34262	1 PROXIMA LS1 VIDEO PROJECTOR	36550			292876	$ 1,600.00

AI-34714 **6. J.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #1102707-8 in the amount of $89,427.26 as submitted by CAS Companies in connection with the "Hidalgo County Morgue Renovation" Project amid PO#663746 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Current Balance is $184,757.96 as of 10/11/12.

Attachments

Pay App #8

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 04:30 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Oscar Garza Started On: 10/11/2012 03:55 PM

Final Approval Date: 10/12/2012

October 5, 2012



Rick Sunday
Infrastructure Systems Manager
Hidalgo County Facilities Management
Edinburg, Texas 78540

RE: Hidalgo County – Autopsy Facility
PO# 663746
CAS Invoice #1102707-8

Mr. Sunday,

Attach you will find CAS Invoice for services performed against Hidalgo County Purchase Order #663746. The invoice submitted is representative of the HCPO issued for the work accepted by your office and Hidalgo County.

If there are any questions regard this invoice, please give me a call or email me.

Thanks in advance to Hidalgo County for processing this invoice.

Best regards,

Jason Cuevas
Project Manager/Estimator
CAS Companies, LP

1306 FM 1092, Ste. 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

4402 Congressional
Corpus Christi, TX 78413
361-298-0227

www.caslp.com

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

CAS Companies

Invoice

Date	Invoice #
10/05/2012	1102707-8

RECEIVED
OCT 10 2012
By

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
663746	Upon Receipt	10/05/2012	2011-027-07	Morgue Renovation

Quantity	Description	Price Each	Amount
1	Hidalgo County Morgue Renovation Project Value: $427,499.02 Previous Draws: $188,545.06 This Draw: **$89,427.26** Balance Remaining: **$149,526.70**	89,427.26	89,427.26
		Subtotal	$89,427.26
		Tax (0.0%)	$0.00
		Total	**$89,427.26**

1306 FM 1092, Ste. 304
Missouri City, TX 77459

(281) 499-4747 Office
(281) 499-6655 Fax
ap@caslp.com

All payments shall be mailed to the Missouri City office.

Hidalgo County Autopsy Build Back Schedule of Values - PO #663746

07/19/2012 to 09/24/2012 - Pay App #8

								Monthly Payment				Balance to Finish	
Item:	Quantity:	Description:	Unit Rate:	Quantity:	Total Amount:	Qty. Previously Billed	Amnt. Previously Billed:	Monthly Quantity:	Quantity To Date:	Monthly Cost:	Total Cost To Date:	Quantity Remaining:	Amount Remaing:
1	40 Hours	Equipment for Removal and Installation of HVAC	$150.00	40.00	$6,000.00	26.67	$4,000.00	0.00	26.67	$0.00	$4,000.00	13.33	$2,000.00
2	5 ea.	Field Personnel, General Purpose Laborer	$2,075.00	5.00	$10,375.00	5.00	$10,375.00	0.00	5.00	$0.00	$10,375.00	0.00	$0.00
3	5 ea.	Project Mangaer	$3,175.00	5.00	$15,875.00	4.86	$15,438.50	0.14	5.00	$436.50	$15,875.00	0.00	$0.00
4	2 ea.	Superintendent	$2,950.00	2.00	$5,900.00	2.00	$5,900.00	0.00	2.00	$0.00	$5,900.00	0.00	$0.00
5	325 lf.	Selective Site Demo.	$12.94	325.00	$4,205.50	325.00	$4,205.50	0.00	325.00	$0.00	$4,205.50	0.00	$0.00
6	125 lf.	Water, Sewer, Pipe & Fittings Demo	$14.51	125.00	$1,813.75	125.00	$1,813.75	0.00	125.00	$0.00	$1,813.75	0.00	$0.00
7	6353 lf.	Bldg Foundation Demo	$2.29	6,353.00	$14,548.37	6,353.00	$14,548.37	0.00	6,353.00	$0.00	$14,548.37	0.00	$0.00
8	12 ea.	Demo of Plbg. Fixtures	$24.62	12.00	$295.44	12.00	$295.44	0.00	12.00	$0.00	$295.44	0.00	$0.00
9	30 ea.	Containment of Haz. Waste	$64.33	30.00	$1,929.90	30.00	$1,929.90	0.00	30.00	$0.00	$1,929.90	0.00	$0.00
10	11900 lf.	Ceiling Demo	$0.68	11,900.00	$8,092.00	11,900.00	$8,092.00	0.00	11,900.00	$0.00	$8,092.00	0.00	$0.00
11	9 ea.	Structural Concrete, In Place, Column	$706.81	9.00	$6,361.29	9.00	$6,361.29	0.00	9.00	$0.00	$6,361.29	0.00	$0.00
12	3 ea.	Structural Concrete, Footings	$213.42	3.00	$640.26	3.00	$640.26	0.00	3.00	$0.00	$640.26	0.00	$0.00
13	400 ea.	Concrete Sawing, Walls	$4.83	400.00	$1,932.00	400.00	$1,932.00	0.00	400.00	$0.00	$1,932.00	0.00	$0.00
14	1 ea.	Ceiling Support, OH Door	$724.38	1.00	$724.38	0.00	$0.00	0.00	0.00	$0.00	$0.00	1.00	$724.38
15	5 ea.	Column, Structural Tubing	$378.81	5.00	$1,894.05	0.00	$0.00	0.00	0.00	$0.00	$0.00	5.00	$1,894.05
16	100 lb.	Cross Bracing Angles, Structural Reinforcement	$1.87	100.00	$187.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	100.00	$187.00
17	70 ea.	Structural Steel Member	$24.49	70.00	$1,714.30	0.00	$0.00	0.00	0.00	$0.00	$0.00	70.00	$1,714.30
18	400 ea.	Open Web Bar Joist	$8.54	400.00	$3,416.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	400.00	$3,416.00
19	1200 ea.	Metal Roof Decking	$5.94	1,200.00	$7,128.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	1,200.00	$7,128.00
20	1500 ea.	Millwork and Trim Demo	$0.30	1,500.00	$450.00	1,500.00	$450.00	0.00	1,500.00	$0.00	$450.00	0.00	$0.00
21	11900 lf.	Roof Demo	$1.07	11,900.00	$12,733.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	11,900.00	$12,733.00
22	4 ea.	Window Replacement	$325.76	4.00	$1,303.04	0.00	$0.00	0.00	0.00	$0.00	$0.00	4.00	$1,303.04
23	12 ea.	Ext. Door Demo	$13.44	12.00	$161.28	12.00	$161.28	0.00	12.00	$0.00	$161.28	0.00	$0.00
24	5 ea.	Int. Door Demo, 3'	$8.06	5.00	$40.30	5.00	$40.30	0.00	5.00	$0.00	$40.30	0.00	$0.00
25	17 ea.	Metal Door Frame Demo	$25.34	17.00	$430.78	17.00	$430.78	0.00	17.00	$0.00	$430.78	0.00	$0.00
26	1 ea.	Hollow Metal Door	$424.09	1.00	$424.09	0.00	$0.00	1.00	1.00	$424.09	$424.09	0.00	$0.00
27	552 ea.	Int. Wood Door, Arch. Flush	$128.19	552.00	$70,760.88	46.81	$6,000.57	350.00	396.81	$44,866.50	$50,867.07	155.19	$19,893.81
28	276 ea.	Int. Wood Door, Arch. Flush	$41.50	276.00	$11,454.00	144.58	$6,000.07	0.00	144.58	$0.00	$6,000.07	131.42	$5,453.93
29	1 ea.	OH Door, Commercial Stock Steel	$1,455.41	1.00	$1,455.41	0.00	$0.00	0.00	0.00	$0.00	$0.00	1.00	$1,455.41
30	1 ea.	OH Door, Residential, Garage	$2,551.03	1.00	$2,551.03	0.00	$0.00	0.00	0.00	$0.00	$0.00	1.00	$2,551.03
31	11900 lf.	Celing Demo., Support Wire	$0.45	11,900.00	$5,355.00	11,900.00	$5,355.00	0.00	11,900.00	$0.00	$5,355.00	0.00	$0.00
32	5000 lf.	Flooring Demo, Resilient Sheet	$0.24	5,000.00	$1,200.00	5,000.00	$1,200.00	0.00	5,000.00	$0.00	$1,200.00	0.00	$0.00
33	1553 ea.	Partition Wall	$5.94	1,553.00	$9,224.82	757.89	$4,501.84	795.11	1,553.00	$4,722.98	$9,224.82	0.00	$0.00
34	1553 ea.	Parition Wall, Fire and Water Resistant	$2.90	1,553.00	$4,503.70	862.83	$2,502.21	690.17	1,553.00	$2,001.49	$4,503.70	0.00	$0.00
35	173 ea.	Gypsum Plaster, 3 Coats on wood studs	$22.12	173.00	$3,826.76	68.21	$1,508.81	0.00	68.21	$0.00	$1,508.81	104.79	$2,317.95
36	1368 lf.	Cermaic Tile Flooring	$6.19	1,368.00	$8,467.92	0.00	$0.00	0.00	0.00	$0.00	$0.00	1,368.00	$8,467.92
37	11900 lf.	Suspended Ceiling	$1.84	11,900.00	$21,896.00	1,086.96	$2,000.01	4,000.00	5,086.96	$7,360.00	$9,360.01	6,813.04	$12,535.99
38	4000 lf.	Resilient Flooring	$5.71	4,000.00	$22,840.00	0.00	$0.00	1,050.79	1,050.79	$6,000.00	$6,000.00	2,949.21	$16,840.00
39	23600 lf.	Painting	$0.68	23,600.00	$16,048.00	13,235.30	$9,000.00	0.00	13,235.30	$0.00	$9,000.00	10,364.70	$7,048.00
40	1 ea.	Plaque	$1,445.89	1.00	$1,445.89	1.00	$1,445.89	0.00	1.00	$0.00	$1,445.89	0.00	$0.00
41	1 ea.	Elect. Exit Sign	$188.28	1.00	$188.28	1.00	$188.28	0.00	1.00	$0.00	$188.28	0.00	$0.00
42	10 ea.	Toilet Partitions	$315.00	10.00	$3,150.00	0.00	$0.00	7.62	7.62	$2,400.00	$2,400.00	2.38	$750.00
43	2 ea.	Shower Compartments	$736.56	2.00	$1,473.12	0.00	$0.00	0.00	0.00	$0.00	$0.00	2.00	$1,473.12
44	2 ea.	Fire Extinguishers	$415.00	2.00	$830.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	2.00	$830.00
45	20 ea.	Wood Shelving, Adjustable Closet Rod	$44.82	20.00	$896.40	0.00	$0.00	0.00	0.00	$0.00	$0.00	20.00	$896.40
46	27 ea.	Laminate Counter Tops	$52.56	27.00	$1,419.12	0.00	$0.00	0.00	0.00	$0.00	$0.00	27.00	$1,419.12
47	415 ea.	Pre-Engineered Steel Building	$16.66	415.00	$6,913.90	0.00	$0.00	0.00	0.00	$0.00	$0.00	415.00	$6,913.90
48	3 ea.	Lavatory Demo	$19.90	3.00	$59.70	3.00	$59.70	0.00	3.00	$0.00	$59.70	0.00	$0.00
49	3 ea.	Sink Demo	$24.88	3.00	$74.64	3.00	$74.64	0.00	3.00	$0.00	$74.64	0.00	$0.00
50	3 ea.	Shower Demo	$59.71	3.00	$179.13	3.00	$179.13	0.00	3.00	$0.00	$179.13	0.00	$0.00
51	4 ea.	Washstation Install, Labor Only	$400.00	4.00	$1,600.00	2.00	$800.00	0.00	2.00	$0.00	$800.00	2.00	$800.00
52	400 ea.	Pipe Insulation	$10.07	400.00	$4,028.00	125.00	$1,258.75	0.00	125.00	$0.00	$1,258.75	275.00	$2,769.25
53	1 ea.	Cooler Install, Labor Only	$8,500.00	1.00	$8,500.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	1.00	$8,500.00
54	200 lf.	1/2 Diameter Copper Pipe	$6.57	200.00	$1,314.00	200.00	$1,314.00	0.00	200.00	$0.00	$1,314.00	0.00	$0.00
55	200 lf.	1-1/4" Copper Pipe	$16.28	200.00	$3,256.00	200.00	$3,256.00	0.00	200.00	$0.00	$3,256.00	0.00	$0.00
56	10 ea.	Lavatory, Wall Hung	$290.33	10.00	$2,903.30	5.00	$1,451.65	0.00	5.00	$0.00	$1,451.65	5.00	$1,451.65
57	3 ea.	Urinal, Wall Hung	$538.49	3.00	$1,615.47	1.50	$807.74	0.00	1.50	$0.00	$807.74	1.50	$807.73
58	170 lf.	HVAC Selective Demo	$2.63	170.00	$447.10	170.00	$447.10	0.00	170.00	$0.00	$447.10	0.00	$0.00
59	57 ea.	Diffuser Demo	$6.53	57.00	$372.21	57.00	$372.21	0.00	57.00	$0.00	$372.21	0.00	$0.00
60	2 ea.	Roof Top A/C	$1,873.78	2.00	$3,747.56	0.00	$0.00	0.00	0.00	$0.00	$0.00	2.00	$3,747.56
61	180 lf.	Insulation, Ductwork	$1.25	180.00	$225.00	180.00	$225.00	0.00	180.00	$0.00	$225.00	0.00	$0.00
62	180 lf.	Insulation, Ductwork	$1.37	180.00	$246.60	180.00	$246.60	0.00	180.00	$0.00	$246.60	0.00	$0.00
63	180 lb.	Metal Ductwork	$11.26	180.00	$2,026.80	180.00	$2,026.80	0.00	180.00	$0.00	$2,026.80	0.00	$0.00

64	180 ea.	Metal Ductwork, Spiral Preformed	$45.57	180.00	$8,202.60	180.00	$8,202.60	0.00	180.00	0.00	$8,202.60	$0.00
65	4 ea.	Fans, Roof Mounted	$1,313.24	4.00	$5,252.96	0.00	$0.00	3.20	3.20	$4,200.00	$4,200.00	$1,052.96
66	2 ea.	Vent Chimney	$139.29	2.00	$278.58	2.00	$278.58	0.00	2.00	2.00	$278.58	$0.00
67	1 ea.	Condensor, 5 ton	$2,205.68	1.00	$2,205.68	0.00	$0.00	0.00	0.00	0.00	$0.00	$2,205.68
68	1 ea.	Condensor, 16 ton	$4,901.18	1.00	$4,901.18	0.00	$0.00	0.00	0.00	0.00	$0.00	$4,901.18
69	1 ea.	Evaporative Cooler	$560.39	1.00	$560.39	0.00	$0.00	0.00	0.00	0.00	$0.00	$560.39
70	1 ea.	Evaporative Cooler, 6090 CFM	$1,749.38	1.00	$1,749.38	0.00	$0.00	0.00	0.00	0.00	$0.00	$1,749.38
71	1 ea.	Self Contained, Single Packaged AC	$9,013.95	1.00	$9,013.95	0.00	$0.00	0.00	0.00	0.00	$0.00	$9,013.95
72	3 ea.	Self Contained, Single Packaged AC, 5 ton	$9,013.95	3.00	$27,041.85	0.00	$0.00	1.78	1.78	$16,000.00	$16,000.00	$11,041.85
73	50 ea.	Switches,	$127.05	50.00	$6,352.50	0.00	$0.00	0.00	0.00	$0.00	$0.00	$6,352.50
74	50 ea.	Metal Halide Fixtures	$30.13	50.00	$1,506.50	18.00	$542.34	0.00	18.00	$542.34	$542.34	$964.16
75	50 ea.	Flourescent Fixture Demo	$26.68	50.00	$1,334.00	50.00	$1,334.00	0.00	50.00	$0.00	$1,334.00	$0.00
76	2000 ea.	Cope Wire	$31.97	2,000.00	$63,940.00	728.03	$23,275.12	900.00	1,628.03	$28,773.00	$52,048.12	$11,891.88
77	100 lf.	EMT, 1-1/2" Dia.	$6.18	100.00	$618.00	100.00	$618.00	0.00	100.00	$0.00	$618.00	$0.00
78	50 lf.	EMT, 2" Dia.	$7.59	50.00	$379.50	50.00	$379.50	0.00	50.00	$0.00	$379.50	$0.00
79	50 lf.	EMT, 3" Dia.	$18.20	50.00	$910.00	50.00	$910.00	0.00	50.00	$0.00	$910.00	$0.00
80	20 ea.	Kitchen Light Fixtures	$190.32	20.00	$3,806.40	20.00	$3,806.40	0.00	20.00	$0.00	$3,806.40	$0.00
81	10 ea.	Outdoor Wall Mounted Fixture	$270.31	10.00	$2,703.10	10.00	$2,703.10	0.00	10.00	$0.00	$2,703.10	$0.00
82	60 ea.	Int. Flourescent Fixture	$420.40	60.00	$25,224.00	60.00	$25,224.00	0.00	60.00	$0.00	$25,224.00	$0.00
83	1 ea.	EMT for Video Camera	$6,504.90	1.00	$6,504.90	1.00	$6,504.90	0.00	1.00	$0.00	$6,504.90	$0.00
84	1 ea.	EMT for Video Surveillance Monitors	$7,872.86	1.00	$7,872.86	1.00	$7,872.86	0.00	1.00	$0.00	$7,872.86	$0.00
85	1 ea.	Utility Septic Tank	$6,811.70	1.00	$6,811.70	0.00	$0.00	0.51	0.51	$3,500.00	$3,500.00	$3,311.70
86	1 ea.	Coefficient Cost Adjusted	-$114,892.91	1.00	-$114,892.91	0.31	-$41,186.31	0.54	0.23109000546688300	-$26,550.60	-$67,736.92	-$47,155.99
87	1 ea.	Permits	$4,200.00	1.00	$4,200.00	0.30	$1,269.50	0.30	0.00	$0.00	$1,269.50	$2,930.50
88	1 ea.	Architect/Engineer	$3,500.00	1.00	$3,500.00	1.00	$3,500.00	1.00	0.00	$0.00	$3,500.00	$0.00
89	1 ea.	Bond	$12,451.43	1.00	$12,451.43	0.86	$10,687.00	0.86	0.00	$0.00	$10,687.00	$1,764.43
		Totals:	**-$12,944.02**	**101,016.00**	**$427,499.02**	**56,416.10**	**184,757.96**	**7,800.55**	**0.00**	**$94,133.96**	**$278,891.91**	**$148,607.11**
					Total Amount:		**Amnt. Previously Billed:**	**Monthly Quantity:**	**Quantity To Date:**	**Amount Billed:**	**Total To Date:**	**Amount Remaining:**

Amount Billed:	**$94,133.96**
Retainage Held @ 5%:	**$4,706.70**
Total Invoiced This Period:	**$89,427.26**

Amount Previously Billed:	**$184,757.96**	**Retainage Previously Held:**	**$9,237.90**
Total Billed:	**$278,891.91**	**Total Retainage Held:**	**$13,944.60**

AI-34584 **6. K.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Request for Payment-Application No. 8 R1 in the amount of $162,762.55 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

Mr. Tapia will provide approved invoice (backup) by 10-5-12

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 10-12-12 $766,213.85 for D. Wilson Construction Co.

Available balance by Account number:

2-1336-423-00-280-036-0-720 $600,247.00
2-1342-423-00-280-036-0-739 $ 165,966.85

Attachments

Payment No. 8

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/12/2012 01:26 PM
Budget & Management	Merlen P. Munoz	10/12/2012 01:28 PM
Manuel Chapa	Manuel Chapa	10/12/2012 03:58 PM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Rocio Villarreal Started On: 10/03/2012 04:26 PM

Final Approval Date: 10/12/2012

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

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455

CONTRACT FOR: General Construction

PROJECT: New Sherrif's substation

VIA: Gignac & Associates
Attn: Juan Mujica, PM
222 East Van Buren, Suite 102
Harlingen, TX 78550

APPLICATION NO.: Eight R1
PERIOD TO: 9/30/2012
Contract No:
Job Order No.:
CONTRACT DATE: 1/24/2012

Approved By: Prodigy CM
Alex Palacios
10/9/2012

P.O. #: 670920
Invoice Received By:
Date/Stamp on: 10-5-12

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)		2,793,801.00
5. RETAINAGE:		
a. 5% of Completed Work (Columns D + E on Continuation Sheet)	$ 138,788.95	
b. 5% of Stored Material (Column F on Continuation Sheet)	901.10	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		139,690.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		2,654,110.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		2,491,348.40
8. CURRENT PAYMENT DUE		$ 162,762.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 735,889.05	

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: October 3, 2012

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission [illegible]
6/08/15

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 3rd day of October, 2012

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 $ 162,762.55

(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: 10-4-12

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.

Sherriff's Office Substation
Job # 12-523
Retainage 5%

Application No.: Eight R1
Application Date: 9/30/2012
Period From: 9/2/2012
To: 9/30/2012

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								
01-010	General Conditions	164,700.00	131,700.00	8,235	—	139,935.00	85%	24,765.00	6,996.75
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	64,598.00	—	—	64,598.00	100%	—	3,229.90
03-100	Concrete Labor	42,350.00	42,350.00	—	—	42,350.00	100%	—	2,117.50
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	51,622.00	—	—	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	16,044.00	—	—	16,044.00	100%	—	802.20
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	12,450.00	—	—	12,450.00	100%	—	622.50
04-107	Plaster	3,640.00	3,640.00	—	—	3,640.00	100%	—	182.00
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.: Eight R1

Application Date: 9/30/2012

Period From: 9/2/2012

To: 9/30/2012

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								
04-109	Masonry Rebar	14,000.00	14,000.00	—	—	14,000.00	100%	—	700.00
04-110	Masonry Weldon Labor	3,250.00	3,250.00	—	—	3,250.00	100%	—	162.50
04-112	Epoxy Rebar	4,200.00	4,200.00	—	—	4,200.00	100%	—	210.00
	Steel								
05-101	Detailing / Engineering	10,941.00	10,941.00	—	—	10,941.00	100%	—	547.05
05-102	Structural / Misc. Steel	114,157.00	114,157.00	—	—	114,157.00	100%	—	5,707.85
05-103	Joist/ deck	35,129.00	35,129.00	—	—	35,129.00	100%	—	1,756.45
05-104	Erection - Structural / Misc.Steel	29,441.00	29,441.00	—	—	29,441.00	100%	—	1,472.05
05-105	Erection - Joist	6,945.00	6,945.00	—	—	6,945.00	100%	—	347.25
05-106	Erection - Deck	5,466.00	5,466.00	—	—	5,466.00	100%	—	273.30
05-107	Pipe Bollards	3,432.00	3,432.00	—	—	3,432.00	100%	—	171.60
05-108	Roof Hatch	854.00	854.00	—	—	854.00	100%	—	42.70
	Architectural woodwork								
06-400	Shop Drawing Submittals	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
06-400	Base Cabinets	6,630.00	—	2,690	3,609	6,299.00	95%	331.00	314.95
06-400	Upper Cabinets	3,034.00	—	1,142	1,740	2,882.00	95%	152.00	144.10
06-400	Tall Open Shelving	15,136.00	—	7,143	7,236	14,379.00	95%	757.00	718.95
06-400	Support Panels/Skirts/Sink Panels	880.00	—	440	396	836.00	95%	44.00	41.80
06-400	Plastic Laminate Counter Tops	2,320.00	—	1,160	1,044	2,204.00	95%	116.00	110.20
06-400	Delviery & Installation	3,000.00	—	—	—	—		3,000.00	
07-000	**Moisture Protection**								
07-150	Bituminous Dampproofing	82,359.00	82,359.00	—	—	82,359.00	100%	—	4,117.95
07-180	Water Repellants	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
07-900	Exterior caulking	3,500.00	—	3,500	—	3,500.00	100%	—	175.00
	Soffit and Aluminum Panel								
07-410	Soffits, labor	27,813.00	9,500.00	7,500	—	17,000.00	61%	10,813.00	850.00
07-432	Soffits, material	48,296.00	48,296.00	—	—	48,296.00	100%	—	2,414.80
07-410	Aluminum Composite Metal Panel System, lab	23,127.00	2,350.00	7,500	—	9,850.00	43%	13,277.00	492.50
07-432	Aluminum Composite Metal Panel System ma	41,114.00	41,114.00	—	—	41,114.00	100%	—	2,055.70

Sherriff's Office Substation
Job # 12-523
Retainage 5%

Application No.: Eight R1
Application Date: 9/30/2012
Period From: 9/2/2012
To: 9/30/2012

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								
	Roofing								
07-501	Modified Bitumen Membrane Roofing, labor	57,211.00	51,490.00	5,721	—	57,211.00	100%	—	2,860.55
07-502	Modified Bitumen Membrane Roofing, mat.	142,418.00	128,176.00	14,242	—	142,418.00	100%	—	7,120.90
07-503	Sheet metal installation	2,724.00	2,452.00	136	—	2,588.00	95%	136.00	129.40
07-504	Sheet metal shop fabrication	5,647.00	5,082.00	283	—	5,365.00	95%	282.00	268.25
07-720	Security Series Roof Hatch	2,800.00	—	2,800	—	2,800.00	100%	—	140.00
	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	2,645.00	2,855	—	5,500.00	100%	—	275.00
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	6,600.00	—	—	6,600.00	60%	4,400.00	330.00
08-700	Finish Hardware	25,000.00	21,108.00	—	—	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	7,444.00	—	—	7,444.00	100%	—	372.20
08-325	Detention Window Frames	4,554.00	4,554.00	—	—	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	—	2,362.00	100%	—	118.10
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	—	2,925	—	2,925.00	15%	16,484.00	146.25
	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	2,882.00	—	—	2,882.00	100%	—	144.10
	Glass & glazing								
08-800	Aluminum Framed Storefronts, labor	12,190.00	9,760.00	2,430	—	12,190.00	100%	—	609.50
08-800	Aluminum Framed Storefronts, materials	35,462.00	35,462.00	—	—	35,462.00	100%	—	1,773.10
08-800	Glass & glazing, labor	9,974.00	8,000.00	1,974	—	9,974.00	100%	—	498.70
08-800	Glass & glazing, materials	31,029.00	31,029.00	—	—	31,029.00	100%	—	1,551.45
08-800	Bullet resistant barriers, labor	28,000.00	—	—	—	—		28,000.00	

Sherriff's Office Substation
Job # 12-523
Retainage 5%

Application No.: Eight R1
Application Date: 9/30/2012
Period From: 9/2/2012
To: 9/30/2012

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								
08-800	Bullet resistant barriers, materials	51,345.00	—	—	—	—		51,345.00	
09-000	**Finishes**								
09-100	**Drywall, ceiling and insulation**								
09-101	Metal Stud (Material)	14,565.00	14,565.00	—	—	14,565.00	100%	—	728.25
09-102	Metal Stud (Labor)	12,187.00	12,187.00	—	—	12,187.00	100%	—	609.35
09-103	Rigid Board Insulation (Material)	8,366.00	8,366.00	—	—	8,366.00	100%	—	418.30
09-104	Ragad Board Insulation (Labor)	2,071.00	2,071.00	—	—	2,071.00	100%	—	103.55
09-105	Sheathing(Material)	3,062.00	3,062.00	—	—	3,062.00	100%	—	153.10
09-106	Sheathing (labor)	1,987.00	1,987.00	—	—	1,987.00	100%	—	99.35
09-107	Wall Insulation (Material)	1,870.00	1,870.00	—	—	1,870.00	100%	—	93.50
09-108	Wall Insulation (Labor)	799.00	799.00	—	—	799.00	100%	—	39.95
09-109	Drywall (Material)	8,872.00	8,872.00	—	—	8,872.00	100%	—	443.60
09-110	Drywall (Labor)	9,629.00	9,000.00	629	—	9,629.00	100%	—	481.45
09-111	Suspended gypboard. Ceiling (Material)	4,207.00	3,175.00	1,032	—	4,207.00	100%	—	210.35
09-112	Suspended gypboard. Ceiling (Labor)	2,232.00	1,675.00	557	—	2,232.00	100%	—	111.60
09-113	Suspended acoustical ceiling (Material)	7,424.00	—	3,712	—	3,712.00	50%	3,712.00	185.60
09-114	Suspended acoustical ceiling (Labor)	2,394.00	—	1,440	—	1,440.00	60%	954.00	72.00
09-115	Rough Carpentry (Material)	11,125.00	11,125.00	—	—	11,125.00	100%	—	556.25
09-116	Rough Carpentry (labor)	9,060.00	9,060.00	—	—	9,060.00	100%	—	453.00
09-117	General Labor	6,000.00	3,600.00	1,200	—	4,800.00	80%	1,200.00	240.00
	Ceramic Tile & Flooring								
09-601	Commercial tile VCT, labor	2,385.00	—	—	—	—		2,385.00	
09-602	Commercial tile VCT, material	6,558.00	—	—	—	—		6,558.00	
09-603	Carpet, labor	540.00	—	—	—	—		540.00	
09-604	Carpet, material	3,240.00	—	—	—	—		3,240.00	
09-301	Ceramic porcelain, labor	1,750.00	—	1,200	—	1,200.00	69%	550.00	60.00
09-302	Ceramic porcelain, material	3,750.00	—	2,500	—	2,500.00	67%	1,250.00	125.00
09-303	Restroom ceramic, labor	4,416.00	—	4,416	—	4,416.00	100%	—	220.80
09-304	Restroom ceramic, material	10,100.00	—	10,100	—	10,100.00	100%	—	505.00
09-606	Vinyl cove base, labor	893.00	—	—	—	—		893.00	
09-607	Vinyl cove base, material	1,805.00	—	—	—	—		1,805.00	

Sherriff's Office Substation
Job # 12-523
Retainage 5%

Application No.: Eight R1
Application Date: 9/30/2012
Period From: 9/2/2012
To: 9/30/2012

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								
	Painting								
09-900	Painting, material	21,550.00	9,750.00	4,310	—	14,060.00	65%	7,490.00	703.00
09-900	Painting, labor	13,450.00	5,900.00	2,825	—	8,725.00	65%	4,725.00	436.25
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	—	1,785.00	100%	—	89.25
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	—	—	679.00	100%	—	33.95
10-520	Fire extinguishers, labor	250.00	—	250	—	250.00	100%	—	12.50
10-600	Toilet Compartments	2,700.00	—	2,700	—	2,700.00	100%	—	135.00
10-600	Toilet Compartments Labor	470.00	—	—	—	—		470.00	
10-800	Toilet and Bath Accessories	2,400.00	2,400.00	—	—	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	880.00	—	—	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.: Eight R1
Application Date: 9/30/2012
Period From: 9/2/2012
To: 9/30/2012

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								
15-110	Plumbing Storm Sewer Underground, Material	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
15-111	Plumbing Storm Sewer, Labor	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
15-112	Plumbing Domestic Water, Material	16,000.00	16,000.00	—	—	16,000.00	100%	—	800.00
15-113	Plumbing Domestic Water, Labor	11,000.00	11,000.00	—	—	11,000.00	100%	—	550.00
15-114	Sand-Oil Interceptor Equipment, Material	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
	Fire Sprinkler								
15-301	Engineering	2,800.00	2,800.00	—	—	2,800.00	100%	—	140.00
15-302	Shop labor	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
15-303	Inside material	12,544.00	11,290.00	—	—	11,290.00	90%	1,254.00	564.50
15-304	Inside labor	6,000.00	3,900.00	—	—	3,900.00	65%	2,100.00	195.00
	HVAC								
15-501	Mobilization:	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
15-503	Project Management	4,000.00	3,300.00	700	—	4,000.00	100%	—	200.00
15-504	Material - Submittals	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
15-505	Permit	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
15-506	Equipment Rental	3,000.00	2,500.00	500	—	3,000.00	100%	—	150.00
15-507	Overhead & Profit	4,000.00	3,200.00	800	—	4,000.00	100%	—	200.00
15-508	Bond	—	—	—	—	—		—	
15-509	Allowance	—	—	—	—	—		—	
15-510	Project Meetings	1,000.00	850.00	150	—	1,000.00	100%	—	50.00
15-511	**Sheetmetal Duct:**								
15-512	Material - Prefab Sheet Metal	9,000.00	8,700.00	300	—	9,000.00	100%	—	450.00
15-513	Labor for Prefab Sheet Metal	9,000.00	8,700.00	300	—	9,000.00	100%	—	450.00
15-514	Material - For Installation	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
15-515	Labor	17,000.00	15,000.00	2,000	—	17,000.00	100%	—	850.00
15-516	Material - Duct Insulation	6,500.00	6,150.00	350	—	6,500.00	100%	—	325.00
15-517	Labor - duct insulation	10,000.00	9,100.00	900	—	10,000.00	100%	—	500.00
15-518	**Air Devices:**								
15-519	Material - Air Grilles (Mech Reps)	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
15-520	Labor	1,050.00	—	1,050	—	1,050.00	100%	—	52.50
15-521	Material - Exhaust Fans w/ curb (Mech Reps)	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
15-522	Labor	1,475.00	1,475.00	—	—	1,475.00	100%	—	73.75

Sherriff's Office Substation
Job # 12-523
Retainage 5%

Application No.: Eight R1
Application Date: 9/30/2012
Period From: 9/2/2012
To: 9/30/2012

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	—	—	1,575.00	100%	—	78.75
15-525	Refrigerant - Labor	1,450.00	1,100.00	350	—	1,450.00	100%	—	72.50
15-526	Condensate Materials	1,850.00	1,850.00	—	—	1,850.00	100%	—	92.50
15-527	Condensate - Labor	1,550.00	1,175.00	375	—	1,550.00	100%	—	77.50
15-528	Insulation Material	950.00	575.00	375	—	950.00	100%	—	47.50
15-529	Insulation - Labor	850.00	650.00	200	—	850.00	100%	—	42.50
15-530	**Air Conditioning Equipment:**								
15-531	Roof Tops and Ductless Splits (Johnson Cont	57,750.00	57,750.00	—	—	57,750.00	100%	—	2,887.50
15-532	Roof Tops and Ductless Splits - Labor	3,000.00	2,500.00	500	—	3,000.00	100%	—	150.00
15-533	**Controls:**								
15-534	Controls Subcontractor - (Automatic Logic)ES	35,000.00	15,942.00	5,615	3,997	25,554.00	73%	9,446.00	1,277.70
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	7,950.00	1,000	—	8,950.00	90%	1,050.00	447.50
16-103	Lighitng, Material	162,000.00	162,000.00	—	—	162,000.00	100%	—	8,100.00
16-104	Lighitng, Labor	10,000.00	—	5,000	—	5,000.00	50%	5,000.00	250.00
16-105	Underground, Material	28,000.00	28,000.00	—	—	28,000.00	100%	—	1,400.00
16-106	Underground, Labor	9,100.00	9,100.00	—	—	9,100.00	100%	—	455.00
16-107	Rough-In, Material	57,970.00	52,382.00	3,000	—	55,382.00	96%	2,588.00	2,769.10
16-108	Rough-In, Labor	39,500.00	35,175.00	3,500	—	38,675.00	98%	825.00	1,933.75
16-109	Wire, Material	49,600.00	37,600.00	12,000	—	49,600.00	100%	—	2,480.00
16-110	Wire, Labor	11,400.00	8,640.00	2,760	—	11,400.00	100%	—	570.00
16-111	Finish-Out, Material	9,600.00	—	1,000	—	1,000.00	10%	8,600.00	50.00
16-112	Finish-Out, Labor	6,600.00	—	675	—	675.00	10%	5,925.00	33.75
16-113	Special Systems,	23,560.00	1,890.00	12,000	—	13,890.00	59%	9,670.00	694.50
16-114	Generator	76,670.00	76,670.00	—	—	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.: Eight R1
Application Date: 9/30/2012
Period From: 9/2/2012
To: 9/30/2012

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								
ASI 001-1	PR-03 Credit electrical primary relocation	(4,790.00)	(4,790.00)	—	—	(4,790.00)	100%	—	(239.50)
ASI 001-2	PR-04R2 Revise utility work per Fire Marshal	25,795.00	25,795.00	—	—	25,795.00	100%	—	1,289.75
ASI 001-3	PR-05 Credit for re-routing sanitary sewer line	(540.00)	(540.00)	—	—	(540.00)	100%	—	(27.00)
ASI 001-4	PR-06 Revsions to detention area doors and h	5,080.00	5,080.00	—	—	5,080.00	100%	—	254.00
ASI 001-5	PR-07 Credit for deleting concrete encasemen	(268.00)	(268.00)	—	—	(268.00)	100%	—	(13.40)
ASI 001	Charge Betterment Allowance	(25,277.00)	(25,277.00)	—	—	(25,277.00)	100%	—	(1,263.85)
	720 Building	**2,845,528.00**	**2,227,091.00**	**169,094.00**	**18,022.00**	**2,414,207.00**	**85%**	**431,321.00**	**120,710.35**

Sherriff's Office Substation

Job # 12-523

Retainage 5%

Application No.: Eight R1
Application Date: 9/30/2012
Period From: 9/2/2012
To: 9/30/2012

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								
	739 Parking Lot								
01-010	General Conditions	3,500.00	2,790.00	—	—	2,790.00	80%	710.00	139.50
02-001	File NOI	750.00	750.00	—	—	750.00	100%	—	37.50
02-002	SWPP - Inspections	2,300.00	1,900.00	—	—	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	672.00	—	—	672.00	100%	—	33.60
02-104	Hydrostatic testing, material	1,343.00	1,343.00	—	—	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.: Eight R1
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Period From: 9/2/2012
To: 9/30/2012

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								
02-124	Gate valves for water, labor	6,717.00	6,717.00	—	—	6,717.00	100%	—	335.85
02-125	Fire hydrants, material	4,299.00	4,299.00	—	—	4,299.00	100%	—	214.95
02-126	Vacuum testing, labor	2,687.00	2,687.00	—	—	2,687.00	100%	—	134.35
02-127	Gravity sanitary sewers, labor	9,404.00	9,404.00	—	—	9,404.00	100%	—	470.20
02-128	Gravity sanitary sewers, material	9,404.00	9,404.00	—	—	9,404.00	100%	—	470.20
02-129	Concrete curb & gutter, labor	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
02-130	Concrete curb & gutter, material	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
02-289	Sidewalk Concrete Material	3,196.00	1,925.00	959	—	2,884.00	90%	312.00	144.20
02-290	Sidewalk Concrete Labor	2,975.00	1,785.00	893	—	2,678.00	90%	297.00	133.90
02-500	Concrete Paving Material	41,099.00	41,099.00	—	—	41,099.00	100%	—	2,054.95
02-501	Concrete Paving Labor	19,368.00	19,368.00	—	—	19,368.00	100%	—	968.40
02-520	Carstops	3,500.00	—	—	—	—		3,500.00	
02-525	Site signage	2,500.00	—	—	—	—		2,500.00	
02-830	High Security Chain Link Fencing	70,000.00	—	—	—	—		70,000.00	
03-000	**Concrete**								
03-075	Light Poles - Concrete/XFMR Material	9,724.00	9,724.00	—	—	9,724.00	100%	—	486.20
03-076	Light Pole/ XFMR Labor	8,400.00	8,400.00	—	—	8,400.00	100%	—	420.00
03-114	Drilled Shaft Piers	7,650.00	7,650.00	—	—	7,650.00	100%	—	382.50
03-250	Concrete Accessories (Poly, Brick, Curing)	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
10-000	**Specialties**								
10-350	Flag Pole	4,310.00	—	431.00	—	431.00	10%	3,879.00	21.55
10-351	Flag Pole Labor	1,200.00	—	120.00	—	120.00	10%	1,080.00	6.00
10-000	**Electrical**								
16-100	Electric Contractor	34,000.00	34,000.00	—	—	34,000.00	100%	—	1,700.00
	Fuel Tank System								
13-201	Fuel Dispensers & Hardware	5,975.25	—	—	—	—		5,975.25	
13-202	Fuel Management System	5,885.97	—	—	—	—		5,885.97	
13-203	Fuel Tank Gauge System	4,658.72	—	—	—	—		4,658.72	
13-204	Aboveground Fuel Storage Tank	27,093.00	—	—	—	—		27,093.00	
13-205	Storage Tank Hardware & Piping	14,175.54	—	—	—	—		14,175.54	
13-206	Installation Equipment Rentals	1,065.00	—	—	—	—		1,065.00	
13-207	Crane Service and Operator	2,167.00	—	—	—	—		2,167.00	

Sherriff's Office Substation
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Retainage 5%

Application No.: Eight R1
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Period From: 9/2/2012
To: 9/30/2012

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**	**377,191.00**	**2,403.00**	—	**379,594.00**	**70%**	**164,878.00**	**18,979.70**
	Contract sum	**3,390,000.00**	**2,604,282.00**	**171,497.00**	**18,022.00**	**2,793,801.00**	**82%**	**596,199.00**	**139,690.05**

STORED MATERIAL INVOICES

A.A.E. Manufacturing Company, Inc.

Project Schedule of Values

Application No: 4
Application Date: 9/20/2012
Period To: 8/21/12 thru 9/20/12
Project: Hidalgo County Sheriff's Substation
Weslaco, Texas

A	B	C	D	E	F	G		H	I
			Work Completed						
Item No.	Description of Work	Scheduled Value	From Previous Application	This Period	Materials Presently Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
1	Shop Drawing Submittals	$850.00	$0.00	$0.00	$850.00	$850.00	100%	$0.00	
2	Base Cabinets	$5,380.00	$807.00	$2,421.00	$1,883.00	$5,111.00	95%	$269.00	
3	Upper Cabinets	$2,284.00	$342.60	$1,027.80	$799.40	$2,169.80	95%	$114.20	
4	Tall Open Shelving	$14,286.00	$2,142.90	$6,428.70	$5,000.10	$13,571.70	95%	$714.30	
5	Support Panels/Skirts/Sink Panels	$880.00	$132.00	$396.00	$308.00	$836.00	95%	$44.00	
6	Plastic Laminate Counter Tops	$2,320.00	$348.00	$1,044.00	$812.00	$2,204.00	95%	$116.00	
7	Delivery & Installation	$3,000.00	$0.00	$0.00	$1,050.00	$1,050.00	35%	$1,950.00	
8	Delivery & Installation-Credit (Billing error)	$0.00	-$1,050.00	$0.00	$0.00	-$1,050.00	100%	$1,050.00	
9	Total	$29,000.00	$2,722.50	$11,317.50	$10,702.50	$24,742.50	0%	$4,257.50	

Automated Logic - Texas

Bill To	Southern Mechanical 1820 East Sugarcane Road Weslaco, TX 78596	Contractor	Automated Logic - Texas 848 W. Byrd Boulevard Universal City, TX 78148 Tel: (210) 658-0900	Application Number	000005	Application Date	9/10/2012
				Period From	9/1/2012	Period To	9/30/2012
				Invoice Number	024404		
						Project	RV-11-12-0003-P
Project Owner	Hidalgo County Sheriffs Substation Hidalgo County Purchasing Department 2802 South Business Hwy 281 Edinburg TX 78539	Remit To	Automated Logic Corporation Automated Logic - Texas P.O. Box 403257 Atlanta, GA 30384-3257	Ref Nbr PO # Company ID	 16777 42		

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Change Orders Approved in previous months by Owner		Additions $	Deductions $
	Total	0.00	0.00
Subsequent Change Orders	Date Approved		
Change Order	4/12/2012		
	Total	0.00	0.00
Net change by Change Orders:		0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, 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.

The present status of the account for this contract is as follows	
Original Contract Sum	36,230.00
Net Change Orders	0.00
Contract Sum To Date	36,230.00
Total Completed and Stored To Date	26,593.00
Retainage 10 %	2,659.30
Total Earned Less Retainage	23,933.70
Less Previous Certificates For Payment	19,401.48
Current Contract Amount Due	4,532.22
Current Sales Tax	0.00
Current Deposit Applied	0.00
Current Payment Due	4,532.22
Balance To Finish, Plus Retainage	12,296.30

By: _____ Date: 9/10/2012

Contractor: Automated Logic - Texas

State of: Texas County of: Bexar

Subscribed and sworn to before me this 10th day of September, 2012.

Notary Public: _____

My Commission expires: 5/29/2013

JENNIFER S. OLLE
Notary Public, State of Texas
My Commission Expires
May 29, 2013

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, 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 .....$ _____

(Attach explanation if amount certified differs from amount applied for.)

Architect or Engineer:

By: _____ Date: _____

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.

Automated Logic - Texas

Hidalgo County Sheriffs Substation
Project RV-11-12-0003-P

Application Number 000005 Period From 9/1/2012 Ref Nbr
Application Date 9/10/2012 Period To 9/30/2012 Invoice Number 024404 Company 42

A	B	C	D	E	F	G	H		I
			WORK COMPLETED						
				This Application		Completed & Stored			
Item Number	Description of Work	Scheduled Value	Previous Application	Work in Place	Stored Material (Not in D or E)	To Date (D + E + F)	% (G / C)	Balance To Finish (C - G)	Retainage
000001	DDC Controls								
000002	----------								
000010	Mobilization, Engineering, Programming & G	10,869.00	8,695.20	0.00	0.00	8,695.20	80.00	2,173.80	869.52
000015	ALC Equipment	4,348.00	4,348.00	0.00	0.00	4,348.00	100.00	0.00	434.80
000020	Ancillary Devices, ALPS Equip, software &	2,174.00	2,174.00	0.00	0.00	2,174.00	100.00	0.00	217.40
000025	Project Management	3,623.00	1,811.50	1,086.90	0.00	2,898.40	80.00	724.60	289.84
000030	Installation	9,057.00	4,528.50	2,717.10	0.00	7,245.60	80.00	1,811.40	724.56
000035	Tech Labor	6,159.00	0.00	1,231.80	0.00	1,231.80	20.00	4,927.20	123.18
	** Total	36,230.00	21,557.20	5,035.80	0.00	26,593.00	73.40	9,637.00	2,659.30
	*** Total Project	36,230.00	21,557.20	5,035.80	0.00	26,593.00	73.40	9,637.00	2,659.30
	*** Total Tax	0.00	0.00	0.00	0.00	0.00			
	*** Total Deposit Applied	0.00	0.00	0.00	0.00	0.00			

5-534

STORED MATERIALS CERTIFICATION

Stored Materials

I, **(Timothy J. Mickunas)**, Treasurer of **D. Wilson Construction Company**, as of **(September 30, 2012)**, inform the County of Hidalgo that the "MATERIALS STORED" listed on Payment Application **#8R1** are at the following location:

For security purposes, materials are currently stored at the warehouses of AAE Manufacturing and Automatic Logic.

Timothy J. Mickunas
Printed Name

Signature:

10/03/12

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

3rd day of October, 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 **(September 3, 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:

10/03/12

Date:

State of Texas
County of Hidalgo

This statement was acknowledged before me by the above named individual on 10/03/12.

Notary Signature:

(Notary Seal)

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

September 5, 2012

Crossroads Specialties, LLC contracted to furnish meterials 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 $*****164.00, 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 hundred sixty-four dollars and no cents
($164.00) from D. Wilson Construction Company in payment of allFire Extinguishers&ToiletAcces 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.

Crossroads Specialties, LLC
By Linda Chanek
Title PRESIDENT

The State of Texas, County of Texas Before me, the undersigned authority, on this day personally appeared Linda Chanek, 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 September, 2012.

Michelle Smith
Notary Public

MICHELLE A SMITH
Notary Public, State of Texas
My Commission Expires
January 29, 2014

Subcontractor or Supplier Partial Release of Lien

September 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 $***6,000.00, 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 dollars and no cents
($6,000.00) 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 _____

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 18 day of Sept., 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/08/15

Subcontractor or Supplier Partial Release of Lien

September 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 $*****700.00, 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:

Seven hundred dollars and no cents
($700.00) 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 _____

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 18 day of Sept, 2012.

Notary Public

NORMA IRENE ESPINO
Notary Public, State of T...
My Commis...
6/...

Subcontractor or Supplier Partial Release of Lien

September 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 $*****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:

Four hundred dollars and no cents
($400.00) 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 _____

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 18 day of Sept., 2012.

_____
Notary Public

NORMA IRENE ESPINO
Notary Public, State of Texas
My Commission Exp.
6-08-14

Subcontractor or Supplier Partial Release of Lien

September 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 $***2,900.00, 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 nine hundred dollars and no cents ($2,900.00) 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 _____

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 18 day of Sept., 2012.

Notary Public

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
6/05/15

My commission expires: 06.05.15

Statement of Claim or Supplier Lien and Release of Lien

September 19, 2012

[illegible] Hidalgo County Purchasing Dept, Owner.

[illegible] Texas, Inc.

[illegible] Vice-President

Hidalgo

Hal Wychopen

[illegible] September 2012

[illegible] 9-22-14.

ISABEL CRISTINA FLORES
Notary Public, State of Texas
My Commission Expires
April 22, 2014

Page

Subcontractor or Supplier Partial Release of Lien

December 19, 2012

...Purchasing Dept, Owner.

...$1,350.00. I (We) hereby declare
...and acknowledged from ...ens
...labor and materials furnished work,
...equipment and ... to these
...through and including the
...all ... rights, title, interest
...already due ... the release
...will be filed,

...

...

...

...of Texas, Inc.

By: H. D. Wychopen

Its: Vice-President

Hidalgo

Hal Wychopen

...name
...ged to me that
...therein.

19th September 2012

Isabel C Flores

ISABEL CRISTINA FLORES
Notary Public, State of Texas
My Commission Expires
April 22, 2014

Subcontractor or Supplier Partial Release of Lien

September 6, 2012

[illegible] of Texas, Inc. contracted to furnish materials and/or [illegible] described in said subcontract/purchase [illegible] of the Sheriff's Office Substation upon property belonging to Hidalgo County Purchasing Dept, Owner.

[illegible] payment of $1,526.00, I do hereby declare that [illegible] other real estate released and discharged from liens [illegible] account of subcontract/ to the above described work, [illegible] completion and of these [illegible], I merge and my [illegible] unto the [illegible] all [illegible] title, interest [illegible] by virtue of said [illegible] release [illegible] shall be filed.

[illegible]

[illegible] a lawful [illegible] wants [illegible] on [illegible] in payment [illegible] System [illegible], the undersigned [illegible] and for value received hereby, [illegible] have been acquired on the undersigned [illegible] premises for labor, skill

[illegible] of Texas, Inc.

By: [signature]

Title: President

[illegible] Hidalgo [illegible] the

Tad Cyphers [illegible] a person whose name [illegible] subscribed to me that [illegible] the beginning and of the creation expressed therein.

[illegible] this 11th day of Sept, 2012.

[signature]
Notary Public

ISABEL CRISTINA FLORES
Notary Public, State of Texas
My Commission Expires
April 22, 2014

Subcontractor or Supplier Partial Release of Lien

September 6, 2012

upon property belonging to Hidalgo County Purchasing Dept, Owner.

Fluid-Line 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 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 7th day of Sept 2012.

Isabel Cristina Flores
Notary Public

My commission expires: 4-22-14.

ISABEL CRISTINA FLORES
Notary Public, State of Texas
My Commission Expires
April 22, 2014

AI-34474 **6. L.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Cmdr. Dora Munoz Submitted By: Gabriel Navarro, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Hidalgo County H.I.D.T.A. Department is requesting approval to remove from their inventory system the following County asset.

Asset Tag No.	Description	Serial No.
49320	Sig Sauer - 229R	AM126534

BACKGROUND

Item was stolen 3/24/2012 reference case number 2012-00025750

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #:

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

BUDGETARY IMPACT:

Current Value: $399.42

Item was stolen on 03/24/2012; reference case no. 2012-00025750.

Attachments

Dep.Rpt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 12:26 PM
Budget & Management	Merlen P. Munoz	10/11/2012 12:58 PM
Sylvia Solis	Sylvia Solis	10/12/2012 11:13 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Gabriel Navarro Started On: 09/26/2012 04:01 PM

Final Approval Date: 10/12/2012

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: GABRIEL NAVARRO
Requested By:
Date: 9/26/2012

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
49320	Sig Sauer 229R	$634.00	5/26/2009	2009	9/26/2012	10	3	$63.40	$570.60	$57.06	$171.18	$399.42

AI-34179 **6. M.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:
Requesting authority to renew 2 IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Services for 12 months from October 1, 2012 thru September 30, 2013 thru requisition 222835 in the amount of $1,993.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 222835 as of 10-12-12 $1,993.20 for IBM.

Attachments

Legals Review-Requisition-Quote

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 05:12 PM
Budget & Management	Merlen P. Munoz	10/12/2012 08:05 AM
Manuel Chapa	Manuel Chapa	10/12/2012 09:00 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Tanya Delira Started On: 09/12/2012 02:37 PM

Final Approval Date: 10/12/2012

From: Tanya.Delira
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: REQ#222835
Date: Thursday, October 11, 2012 1:37:48 PM

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, October 11, 2012 9:00 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'; norma.silva@da.co.hidalgo.tx.us
Subject: RE: REQ#222835

Marty,



I have reviewed the IBM annual subscription renewal and approve as to the form of the agreement.

Thanks.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 3:01 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'; norma.silva@da.co.hidalgo.tx.us
Subject: FW: REQ#222835
Importance: High

Ms. Josephine:
Please review and comment as to form. I should have forwarded this sometime ago, but for some

reason, it fell through the cracks. We need to address for Sheriff's Office.
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Wednesday, September 12, 2012 2:41 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'Myra Montoya'
Subject: FW: REQ#222835

Ms. Marty may you please forward this to legal for their review.

Thanks!!!

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Wednesday, September 12, 2012 2:33 PM
To: 'Tanya.Delira'
Subject: REQ#222835

TANYA, SORRY I ASK FOR MANY THINGS BUT CAN YOU PLEASE, PLEASE TRY TO PUT THIS IN CC FOR NEXT WEEK. I WILL GO AHEAD AND CALL ANGELA ONCE IT'S THERE SO SHE CAN MOVE IT. PLEASE LET ME KNOW.

THANK YOU!!!!!!!

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00222835
PO #
Date: 09/12/12

Bill To: x
x

Vendor : 224243
IBM CORPORATION
P.O. BOX 676673
DALLAS TX 75267-6673

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	EACH	IBM I2 ANALYST'S NOTEBOOK CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL FOR 12 MONTHS	996.60	1,993.20
1.00		OCTOBER 1, 2012 - SEPTEMBER 30, 2013		.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	1,993.20	
			Freight	.00
			Total	1,993.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

11-Oct-2012

Quotation Number: 15929017
IBM Contact: Kenneth M. Robinson
Phone Number: 1-720-349-0218

SAP Customer Number: 3442436
IBM Customer Number: 4274494

Quote Effective Date: 11-Oct-2012
Quote Expiration Date: 30-Nov-2012

Customer:
Attn: Myra Montoya
Hidalgo County Sheriffs Office
711 El Cibolo Rd
EDINBURG TX 78539
UNITED STATES

Payer: 3442436
Hidalgo County Sheriffs Office
711 El Cibolo Rd
EDINBURG TX 78539
UNITED STATES

Item	Part Number	Quantity		Unit Price	Extended Amount
IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months					
001	E0DPCLL	2		996.60	1,993.20
01-Oct-2012 - 30-Sep-2013					
				Subtotal in USD:	**1,993.20**
				Total in USD:	**1,993.20**

Applicable tax will be recalculated at the time of order processing.

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

Quotation Terms and Conditions

1. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at http://www-306.ibm.com/software/sla/sladb.nsf/ and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.

2. More detailed information about Support can be found in the IBM Software Support Guide, located at http://techsupport.services.ibm.com/guides/handbook.html.

3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.*

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.**

5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.

6. Net Payment of the Total Fees is due upon receipt of invoice from IBM. ***

7. Shipping is FOB Origin.

8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. ***

9. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.

10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.

11. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.

12. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the

delivery date.

* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

** For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

*** For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

*** For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order.

Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Caper Verde, Central African republic, Chad, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.

Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

Agreed to:
'Customer'

By_____
Authorized Signature

Name (type or print):

Date:

Agreed to:
Local International Business Machines Delegate

By_____
Authorized Signature

Name (type or print):

Date: