

AI-37318

2. A.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Sergio Cruz

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Co Wide Adm (1100)

BACKGROUND

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
03/01/2013 05:20 PM
Started On: 02/26/2013 03:57 PM

Form Started By: Erika Zamora

Final Approval Date: 03/01/2013

AI-37300

2. B.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Sylvia Solis, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Visiting Judges (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-115-014-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 02/28/2013.

Attachments

LIT

Form Review

Inbox
Budget & Management
Obdett Calzada
Auditor's Office

Reviewed By
Obdett Calzada
Obdett Calzada
Angela Garcia

Date
02/26/2013 11:20 AM
02/28/2013 08:44 AM
03/01/2013 05:20 PM
Started On: 02/25/2013

Form Started By: Sylvia Solis

Final Approval Date: 03/01/2013

AI-37387

2. C.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Pablo (Paul) Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2013 - Tax Office (1100)

BACKGROUND

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/01/2013 11:47 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Mary Garcia		Started On: 03/01/2013 09:19 AM
	Final Approval Date: 03/01/2013	

DATE: March 1, 2013

DEPARTMENT HEAD: Pablo (Paul) Villarreal Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 3-1100-415-15-140-001-0-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
432	EQUI P& VEH R&M SRV	431	BLDG & OTHR STRUC R&M SRV
432	EQUIP & VEH R&M SRV	810	DUES & MEMBERSHIPS
743	OFFICE FURN & EQUIP	661	MINOR OFFICE FURN & EQUIP
664	OTHER MINOR EQUIP	661	MINOR OFFICE FURN & EQUIP
432	EQUIP & VEH R&M SRV	780	CAPITAL LEASES
432	EQUIP & VEH R&M SRV	661	MINOR OFFICE FURN & EQUIP

TOTAL

REASON: To purchase necessary items to operate County office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNT

AMOUNT
\$300.00
\$20.00
\$4,092.62
\$250.00
\$225.50
\$500.00
\$5,388.12

Y CLERK

AI-37366

2. D.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - Veterans Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-444-00-370-001-0-XXX

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 3/1/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
02/28/2013 02:24 PM
03/01/2013 05:20 PM
Started On: 02/28/2013 11:11 AM

Form Started By: Monica Badillo

Final Approval Date: 03/01/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 1, 2013

DEPARTMENT Sergio Cruz
HEAD: _____

DEPARTMENT NAME: Dept. of Budget & Management for Veterans Office (1100)

ACCOUNT
NUMBER: 3-1100-444-00-370-001-0-XXX

SUBJECT: Intradepartmental transfer(s)



Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
540	Advertising	780	Capital Leases	\$ 500.00
TOTAL				\$ 500.00

REASON:

To cover deficit currently incurred in line item 780.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-37302

2. E.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Shonda Dominguez, FACILITIES
MANAGEMENT

Department: FACILITIES MANAGEMENT

Information

CAPTION

2013 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-419-40-220-001-0-xxx

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 2/26/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
02/26/2013 12:00 PM
02/26/2013 04:20 PM
Started On: 02/26/2013 09:36 AM

Form Started By: Shonda Dominguez

Final Approval Date: 02/27/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 26, 2013

DEPARTMENT Sergio Cruz
HEAD:

DEPARTMENT NAME: Dept. of Budget & Management for Facilities Management

ACCOUNT
NUMBER: 3-1100-419-40-220-001-0-XXX

SUBJECT: Intradepartmental transfer(s)



Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
431	Bldg & Other Struc. R & M Service	743	Office Furniture & Equipment	\$ 3,000.00
431	Bldg & Other Struc. R & M Service	665	Minor Computer Equipment	\$ 1,000.00
TOTAL				\$ 4,000.00

REASON:

Monies needed in obj code 743 to purchase storage cabinets for cleaning materials & chemicals at Adm. Bldg and monies needed in 665 minor computer equipment to purchase printer.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-37285

2. F.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: employee benefits

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - DBM Employee Benefits (2201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-2201-415-00-115-009-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 2/26/13.

AVAILABLE FUNDING IN OBJ. CODE 442 - \$2625.84

AVAILABLE FUNDING IN OBJ. CODE 780 - \$3652.39

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
02/25/2013 02:07 PM
03/01/2013 05:20 PM
Started On: 02/25/2013 10:35 AM

Form Started By: Angela Garcia

Final Approval Date: 03/01/2013

ATTEST COUNTY CLERK

AI-37140

2. G.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2013 - Texas A&M AgriLife Extension Service (1100)

BACKGROUND

3-1100-

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-461-00-380-001-0-XXX

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 2/20/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
02/20/2013 11:04 AM
03/01/2013 05:20 PM
Started On: 02/19/2013 04:52 PM

Form Started By: Nora Linda Cruz

Final Approval Date: 03/01/2013

AI-37324

2. H.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office SCAAP Grant FY 2012 (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1284-423-00-280-042-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds are available as of 3/1/13. Pending roll over.

Attachments

LIT SCAAP 2012

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/27/2013 10:42 AM
Budget & Management	Obdett Calzada	02/28/2013 04:41 PM
Obdett Calzada	Obdett Calzada	03/01/2013 11:51 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 02/27/2013 08:43 AM
	Final Approval Date: 03/01/2013	

February 27, 2013

Sheriff Guadalupe "Lupe" Trevino

SCAAP 2012 (State Criminal Alien Assistance Program)

3-1284-423-00-280-042-2-XXX

Item Transfer (s)

County Court of Hidalgo County:

Consideration the following line-item transfers in accordance with Local Government Chapter C.:

\$5,821.55

on of funds to cover radio with warranty for vehicle.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-37146

2. I.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds Available as of 2/28/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/20/2013 10:57 AM
Budget & Management	Obdett Calzada	02/27/2013 09:08 AM
Obdett Calzada	Obdett Calzada	02/28/2013 08:35 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Myra Montoya		Started On: 02/20/2013 10:54 AM
	Final Approval Date: 03/01/2013	

DATE: 3/4/2013

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 3-1100-421-00-280-001-0-

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		AMOUNT
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT	ACCOUNT (OBJECT) NAME	
3-1100-421-00-280-001-0-	668- POLICE WEAPONS AND BULLETPROOF VESTS	→	3-1100-421-00-280-001-0-748- OTHER EQUIPMENT	\$17,950.00
TOTAL				\$17,950.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURE TO PURCHASE TACTICAL VESTS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS’ COURT / / DATE ATTEST COUNTY CLERK

AI-37379

2. J.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-423-21-280-086-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds are available as of 02/28/13 \$2,630,586.65

Funding for AI#37377 (CC 03/05/13)

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/28/2013 04:19 PM
Budget & Management	Obdett Calzada	03/01/2013 02:31 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Emilia Uriegas		Started On: 02/28/2013 04:09 PM
	Final Approval Date: 03/01/2013	

DATE: February 28, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Jail Landmark

ACCOUNT NUMBER: 3-1100-423-21-280-086-0-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
3-1100-423-21-280-086-0-431	Bldg. & Other Structures Repair & Maint. Services	→	3-1100-423-21-280-086-0-311	Management Consulting Services	263,100.00
		→			
		→			
		→			
		→			
		→			
		→			
					\$263,100.00

REASON: To provide funding for construction manager services for roof repairs at Hidalgo County Adult Detention Center (County Jail).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-37326

2. K.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office SCAAP Grant FY 2011 (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1284-423-00-280-042-1-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds are available as of 3/1/13. Pending roll over.

Attachments

LIT SCAAP 2011

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/27/2013 10:42 AM
Budget & Management	Obdett Calzada	02/28/2013 04:42 PM
Obdett Calzada	Obdett Calzada	03/01/2013 11:52 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 02/27/2013 08:54 AM
	Final Approval Date: 03/01/2013	

AI-37126

2. L.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Virginia Rodriguez, SHERIFF
DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office - Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-423-21-280-002-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds Available as of 2/21/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/19/2013 12:51 PM
Budget & Management	Obdett Calzada	02/20/2013 11:03 AM
Obdett Calzada	Obdett Calzada	02/21/2013 09:50 AM
Auditor's Office	Obdett Calzada	02/21/2013 10:01 AM
Obdett Calzada	Obdett Calzada	02/21/2013 10:49 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Virginia Rodriguez		Started On: 02/19/2013 11:32 AM
	Final Approval Date: 03/01/2013	

AI-37104

2. M.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1293-441-00-340-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available as of 2/15/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/15/2013 10:06 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Mike Escaname		Started On: 02/15/2013 09:46 AM
	Final Approval Date: 03/01/2013	

DEPARTMENT HEAD SIGNATURE

AI-37152

2. N.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1293-441-00-340-012-3-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 2/21/13 in 2012 account.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/20/2013 02:38 PM
Glinda Pacheco	Glinda Pacheco	02/21/2013 09:25 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Mike Escaname		Started On: 02/20/2013 01:58 PM
	Final Approval Date: 03/01/2013	

Reason: Line item transfer needed to fund anticipated expenditures.

AI-37154

2. O.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-441-00-340-003-0-xxx

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 2/21/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/20/2013 02:39 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Mike Escaname		Started On: 02/20/2013 02:15 PM
	Final Approval Date: 03/01/2013	

Date:	February 20, 2013
Department Head:	<u>Eduardo Olivarez, Chief Administrative Officer</u>
Department Name:	Hidalgo County Health Department
Account Number:	3-1100-441-00-340-003-0-XXX CLINICS
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		
OBJECT CODE	OBJECT DESCRIPTION	OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	HEALTH CLINICS-OFFICE & COMPUTER SUPPL	661	HEALTH CLINICS-MINOR OFFICE FURN & EQUIP	\$ 800.00
Amount				\$ 800.00

Revenue Account

Amount Requested: \$ 800.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT	DATE	ATTEST COUNTY CLERK

AI-37114

2. P.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Dairen Sarmiento

Submitted By: Perla Lopez, HEALTH & HUMAN
SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-444-00-240-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/19/13.

601 - -> 810 = \$200.00

Attachments

Transfer

Form Review

Inbox

Budget & Management

Auditor's Office

Form Started By: Perla Lopez

Reviewed By

Obdett Calzada

Angela Garcia

Date

02/15/2013 04:21 PM

03/01/2013 05:20 PM

Started On: 02/15/2013 03:24 PM

Final Approval Date: 03/01/2013

AI-37320

2. Q.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Dairen Sarmiento

Submitted By: Perla Lopez, HEALTH & HUMAN
SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-444-00-240-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 2/26/13.

601 - -> 667 = \$316.16

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	02/27/2013 08:45 AM
Budget & Management	Obdett Calzada	02/27/2013 09:10 AM
Glinda Pacheco	Glinda Pacheco	03/01/2013 09:07 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Perla Lopez		Started On: 02/26/2013 04:42 PM
	Final Approval Date: 03/01/2013	

AI-37091

2. R.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Nielda Cavazos, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2013 - Purchasing Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-18-160-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 02/19/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/15/2013 10:05 AM
Ana Galvan	Ana Galvan	02/19/2013 02:14 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Nielda Cavazos		Started On: 02/14/2013 04:24 PM
	Final Approval Date: 03/01/2013	

AI-37129

2. S.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Constable Celestino Avila Jr

Submitted By: Joe Espinoza, CONSTABLE PCT.
#1

Department: CONSTABLE PCT. #1

Information

CAPTION

2013 - Constable Pct 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-291-001-0-xxx

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 2/20/13.

Attachments

LIT

uniform policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/19/2013 04:27 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Joe Espinoza		Started On: 02/19/2013 01:30 PM
	Final Approval Date: 03/01/2013	

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 20, 2013

DEPARTMENT Sergio Cruz
HEAD:

DEPARTMENT Dept. of Budget & Management for Precinct 1 Constable
NAME: _____

**ACCOUNT
NUMBER:** 3-1100-421-00-291-001-0-XXX

SUBJECT: Intradepartmental transfer(s)



Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
611	Police Supplies	605	Clothing & Uniforms	\$ 1,000.00
TOTAL				\$ 1,000.00

REASON: For complete uniforms and new badges for Police personnel.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

HIDALGO COUNTY, TEXAS

ADMINISTRATIVE POLICY MANUAL

Procedure: U.1
Page: 1 of 4
Date Authorized: 10/--/2011
Supersedes:

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

It is the policy of the county that certain positions, as designated by each Elected Official or County Executive Officer for general fund departments, may be required to wear a uniform while on the job.

3. PURPOSE

The purpose of this policy shall be to maximize safe working conditions, reflect good appearance and to provide ease of recognition, and/or identification of designated employees by the public. This policy is necessary in order to help determine whether all or any part of the uniform expenditures will be considered a taxable fringe benefit to the employee.

Uniforms are excluded from wages of an employee if they are:

- Specifically required as a condition of employment, and
- Are not worn or adaptable to general usage as ordinary clothing.

4. GENERAL GUIDELINES

- A. Each Department Director will identify the positions within their respective department for which the wearing of a uniform is required. Department Directors should ensure that uniforms are absolutely necessary.
- B. Employees filling positions designated as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her supply of uniforms.
- C. Each department requiring employees to wear uniforms must include funds for new issues and replacement of uniforms in their respective department annual budget.
- D. The purchasing of uniforms may be used in lieu of the rental of uniforms when considered more economical by the Elected Official or the County Executive Officer for General Fund Departments.

5. UNIFORM ISSUANCE

- A. When an employee is assigned to a position which has been designated as requiring a uniform, the employee's Department Director will authorize the issuance of uniforms. The employee must sign for all issued uniforms.

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

Procedure: U.1
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Date Authorized: 10/--/2011
Supersedes:

- B. The Department Director will determine the number of uniforms to be issued commensurate with the employee's expected field time, not to exceed six sets of uniforms.

6. APPEARANCE IN UNIFORM

- A. Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County of Hidalgo.
- B. When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms.
- C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

- A. Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting and keeping with other County Offices and Departments.
- B. Non-Uniformed and Uniformed Employees will ensure that their clothing is cleaned, free of stains, tears and holes.
- C. Non-Uniformed and Uniformed Employees authorized to wear jeans shall not wear jeans faded out, spotted with bleach or worn to the point that the cuffs are frayed or cut. The jeans cannot have holes in them.
- E. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

8. CASUAL ATTIRE

- A. On Fridays, or the last day of the workweek, Non-Uniformed Employees are allowed to wear jeans. Designed Uniformed employees shall not observe this practice unless authorized by the Department Director. Clothes should be neat, clean, and without holes or ragged edges.
- B. Attire that is considered inappropriate includes but is not limited to: shorts, low cut shirts/blouses, ratty jeans, T-shirts, athletic shoes, thong sandals, and any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems

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ADMINISTRATIVE POLICY MANUAL

Procedure: U.1
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Supersedes:

- C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

9. UNACCEPTABLE CASUAL ATTIRE

- A. Regardless of gender, it is not appropriate to wear your favorite old t-shirt, ripped jeans and sneakers. Keep in mind the "business" part of the business casual, and leave your old comfortable clothes at home.
- B. Pull over's can be worn but must have collar and top buttons (polo style). All pull over's will be worn tucked in the pant line. Henley style (collarless with buttons) pull over's are not acceptable. Pull over shirts cannot be heavily designed with patterns.
- C. Hawaiian shirts or similar heavily patterned shirts are not acceptable wear for the office.
- D. Revealing clothing, transparent materials, micro-mini skirts, and or shorts prohibited.
- E. If you are assigned to go to a class, seminar or training and
- F. you are being paid to attend, you are expected to adhere to this dress policy.

11. CARE AND MAINTENANCE OF UNIFORMS

- A. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms issued to them.
- B. If uniform item(s) becomes unserviceable the employee must launder the item and request a replacement.
- C. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement.

10. IMPROPER UNIFORM WEAR PROHIBITED

- A. Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature.

12. TERMINATION OF EMPLOYMENT

- A. When an employee terminates with the County or is transferred into a position of

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

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Supersedes:

to their immediate supervisor no later than the date of termination or reassignment. All returned items must be laundered and in good condition.

- B. If the employee fails to return any uniform items the cost of the unreturned item(s) will be deducted from the employee's final payment.

13. POLICY VIOLATION AND REVISION

- A. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.
- B. Employees may not wear county uniforms in any capacity other than when they are performing official business for the county.
- C. Failure to comply with the guidelines established in this policy may lead to disciplinary action up to an including termination of employment.

AI-37124

2. T.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Martin Cantu, Constable Pct 2

Submitted By: Ana Galvan, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Constable Pct. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-292-001-0-XXX

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 2/20/13.

Attachments

Line Item Transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
02/19/2013 11:58 AM
03/01/2013 05:20 PM
Started On: 02/19/2013 10:53 AM

Form Started By: Ana Galvan

Final Approval Date: 03/01/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 12, 2013

DEPARTMENT Sergio Cruz, Budget Officer
HEAD:

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

ACCOUNT
NUMBER: 3-1100-421-00-292-001-0-XXX

SUBJECT: Intradepartmental transfer(s)



Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
890	Other	668	Police Weapons/Bulletproof Vest	\$ 4,000.00
890	Other	529	Surety & Notary Bonds	\$ 1,170.00
TOTAL				\$ 5,170.00

REASON: To buy Armor Carrier (vest) for new employees and notary bonds for all Deputies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-37383

2. U.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 – Pct. #2 Community Resource Center (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-466-00-122-082-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 3/1/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/01/2013 08:22 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Katia Garcia		Started On: 02/28/2013 04:43 PM
	Final Approval Date: 03/01/2013	

AI-37380

2. V.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - PCT. 2 PARKS (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-122-008-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$9,542.21 as of 2/28/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/28/2013 04:45 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Katia Garcia		Started On: 02/28/2013 04:13 PM
	Final Approval Date: 03/01/2013	

AI-37170

2. W.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct.2 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-466-00-122-082-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available \$2,438.60 as of 2/20/13.

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/21/2013 08:40 AM
Glinda Pacheco	Glinda Pacheco	02/21/2013 10:27 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Katia Garcia		Started On: 02/20/2013 05:12 PM
	Final Approval Date: 03/01/2013	

AI-37261

2. X.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct.2 C.O.'s (1339)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1339-431-00-122-040-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 3/01/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/22/2013 04:59 PM
Ana Galvan	Ana Galvan	03/01/2013 01:54 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Katia Garcia		Started On: 02/22/2013 04:47 PM
	Final Approval Date: 03/01/2013	

AI-37382

2. Y.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - PCT. 2 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-006-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$384,239.82 as of 2/28/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/28/2013 04:45 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Katia Garcia		Started On: 02/28/2013 04:26 PM
	Final Approval Date: 03/01/2013	

AI-37155

2013 Intradep. (line item)Transfers 2. Z.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-123-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 2/21/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/20/2013 02:40 PM
Glinda Pacheco	Glinda Pacheco	02/21/2013 09:55 AM
Auditor's Office	Obdett Calzada	02/21/2013 09:59 AM
Glinda Pacheco	Glinda Pacheco	02/21/2013 01:38 PM
Purchasing Department	Angela Garcia	03/01/2013 05:20 PM

Form Started By: Norma Ceballos Started On: 02/20/2013 02:32 PM

Final Approval Date: 03/01/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: 02/19/13

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 3-1200-431-00-123-005-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
626	Pct #3 RD Maint.- Gasoline/Diesel	672	Pct #3 RD Maint. - Equip. & Veh R&M Supplies	\$ 30,000.00
TOTAL				\$ 30,000.00

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-37319

2. AA.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 03/01/2013.

Attachments

Pct 4 Rd Maint LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/28/2013 09:21 AM
Ana Galvan	Ana Galvan	03/01/2013 02:00 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Veronica Lopez		Started On: 02/26/2013 04:14 PM
	Final Approval Date: 03/01/2013	

AI-37194

2. BB.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. #4 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-432-00-124-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 02/27/13.

672 -->439 \$4,000.00

605 --> 439 \$2,000.00

Attachments

Pct 4 San LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
02/26/2013 04:28 PM
03/01/2013 05:20 PM
Started On: 02/21/2013 01:54 PM

Form Started By: Veronica Lopez

Final Approval Date: 03/01/2013

AI-37413

3. A.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Precinct 1

Submitted By: Olga Garza, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct 1 CRC (1100):

Approval of 2013 interdepartmental transfer from Parks to CRC in the total amount of \$1,230.00 for landscaping and bottled water expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4XX-00-121-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 3/1/13.

Attachments

Interdept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/01/2013 04:31 PM
Obdett Calzada	Obdett Calzada	03/01/2013 04:59 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Olga Garza		Started On: 03/01/2013 04:03 PM
	Final Approval Date: 03/01/2013	

DATE: March 5, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer



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

ACCOUNT NUMBER: 3-1100-4XX-00-121-0XX-0-XXX

CONTACT PERSON: Olga Garza PHONE: (956) 292-7025 Ext. 5427

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		
3-1100-452-00-121-013-0- 679	PCT 1 PARKS OTHER R&M SUPPLIES	(1,230.00)
TO		
3-1100-466-00-121-050-0- 609	PCT 1 CRC AGRI & LANDSCAPING SUPPL	1,000.00
3-1100-466-00-121-050-0- 442	PCT 1 CRC EQUIP & VEHICLE RENTALS	30.00
3-1100-466-00-121-050-0- 631	PCT 1 CRC BOTTLED WATER	200.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Interdepartmental transfer into Pct. 1 CRC in the total amount of \$1,230.00 for landscaping & bottled water dispenser expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-37312

3. B.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Marcie Jackson, COLONIA
ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct. #2 BCAP:

Approval of 2013 interdepartmental transfer from Pct.2 BCAP Citriana Village Subdivision program no.154 to Pct.2 BCAP Rancho Escondido Subdivision program no.596 in the total amount of \$13,950.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3

ACCT. #: 3-1312-431-00-122-154-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

pending carryovers.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/26/2013 04:28 PM
Roland Garcia	Rolando Garcia	02/28/2013 09:22 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Marcie Jackson		Started On: 02/26/2013 02:25 PM
	Final Approval Date: 03/01/2013	

DATE: February 26, 2013

DEPARTMENT HEAD: Agapito Vargas Jr.

2013

Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Border Colonia Access Program

AI-37312 03/05/13

ACCOUNT NUMBER: 3-1312-431-00-122-154-0-899

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	
FROM:			
3-1312-431-00-122-154-0-	899	CITRIANA VILLAGE SUBDIVISION	CONTINGENCY
3-1312-334-30-122-154-0-	000	PCT.2 BCAP III-CITRIANA VILLAGE	REVENUE
TO:			
3-1312-431-00-122-596-0-	733	RANCHO ESCONDIDO SUBDIVISION	DRAINAGE DITCHES
3-1312-334-30-122-596-0-	000	PCT.2 BCAP III-RANCHO ESCONDIDO	REVENUE

TOTAL BUDGET INCREASE (DECREASE)

REASON: Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE



AMOUNT
(13,950.00)
(13,950.00)
13,950.00
13,950.00
-

ATTEST, COUNTY CLERK

AI-37259

3. C.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 CO's 2009 (1339):

Approval of 2013 interdepartmental transfer within Certificate of Obligations Series 2009 from program (038) to program (040) in the amount of \$ 70,000.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1339-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available \$125,320.00 as of 2/22/13 in Year 2 pending carryover.

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/22/2013 04:58 PM
Roland Garcia	Rolando Garcia	02/28/2013 09:15 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Katia Garcia		Started On: 02/22/2013 04:39 PM
	Final Approval Date: 03/01/2013	

APPROVED COMMISSIONERS' COURT

AI-37172

3. D.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 R&B (1200):

Approval of 2013 interdepartmental transfer within R&B Fund 1200 from Pct 2 Road Maintenance (program 006) to Pct 2 El Gato Road (program 051) in the amount of \$933.08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in ...006-0-890 is \$386,666.15 as of 2/21/13.

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/21/2013 08:41 AM
Roland Garcia	Angela Garcia	02/21/2013 10:30 AM
Dale Kennan	Dale Kennan	02/21/2013 04:23 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Katia Garcia		Started On: 02/20/2013 05:16 PM
	Final Approval Date: 03/01/2013	

DATE: February 20, 2013

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
R&B (1200)

ACCOUNT NUMBER: 3-1200-431-00-122-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		
3-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	(\$933.08)
TO		
3-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	\$464.86
3-1200-431-00-122-051-0-841	PCT2 EL GATO RD(W ALAMO-TOWER)-AID TO OTHER GOVT	\$468.22
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
Transfer from PCT 2 RD. MAINT. into PCT.2 EL GATO RD.(W ALAMO-TOWER) PROJECT to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK



AI-37167

3. E.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 R&B (1200):

Approval of 2013 interdepartmental transfer within R&B Fund 1200 from Pct 2 Road Maintenance (program 006) to Pct 2 Administration (program 005) in the amount of \$1,200.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$386,666.15 as of 2/21/13.

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/21/2013 08:39 AM
Roland Garcia	Angela Garcia	02/21/2013 10:31 AM
Dale Kennan	Dale Kennan	02/21/2013 04:11 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Katia Garcia		Started On: 02/20/2013 05:04 PM
	Final Approval Date: 03/01/2013	

ATTEST COUNTY CLERK



AI-37376

3. F.

CC CONSENT

Meeting Date: 03/05/2013

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):

Approval of 2013 interdepartmental transfer within CO2010A&B from Pct#4 New Shop (Program 075) to Pct#4 Linn San Manuel Brewster Park (program 124) in the amount of \$175,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1342-431-00-124-075-0-720

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

3-1342-431-00-124-075-0-720 --> 3-1342-452-00-124-124-0-719 \$175,000.00

Funds available as of 02/28/13, Pending 2012 roll over

Attachments

interdept transfer 1342

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/01/2013 08:21 AM
Manuel Chapa	Manuel Chapa	03/01/2013 09:46 AM
Auditor's Office	Angela Garcia	03/01/2013 09:59 AM
Manuel Chapa	Manuel Chapa	03/01/2013 10:50 AM
Form Started By: Veronica Lopez		Started On: 02/28/2013 03:05 PM
	Final Approval Date: 03/01/2013	

ATTEST COUNTY CLERK

AI-37376

AI-37218

3. G.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 Adm.:

Approval of 2013 interdepartmental transfer from Pct. 4 Rd. Maint. (Program 007) to Pct. 4 Adm (Program 005) in the amount of \$3,213.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-124-00X-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 02/22/13

Attachments

Pct 4 Interdept ADM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/27/2013 03:58 PM
Manuel Chapa	Manuel Chapa	02/28/2013 09:07 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Veronica Lopez		Started On: 02/22/2013 09:03 AM
	Final Approval Date: 03/01/2013	

ATTEST COUNTY CLERK

AI-37218

AI-37365

4. A.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Auditor's Office

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-R&B Countywide (1100):

Approval of 2013 interfund transfer from Transfers Out-General Fund to Transfers In-R&B Co Wide in the amount of \$139,429.93 to reduce the original transfer out to R&B.

BACKGROUND

This item is to reverse AI#36066 and correct transfer to properly reduce original transfer out to R&B.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1X00-X9X-01-000-X00-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Attachments

Interfund transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/28/2013 11:49 AM
Ivan Cantu	Ivan Cantu	03/01/2013 02:30 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Erika Zamora		Started On: 02/28/2013 10:58 AM
	Final Approval Date: 03/01/2013	

DATE: March 5, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for
General Fund

ACCOUNT NUMBER: 3-1X00-X9X-01-000-X00-0-XXX

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

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1200-491-01-000-100-0-891	Transfers Out General Fund	(139,429.93)
3-1200-391-01-000-100-0-000	Transfers In- General Fund	(139,429.93)
3-1100-491-01-000-200-0-891	Transfers Out- R&B Co Wide	(139,429.93)
3-1100-391-01-000-200-0-000	Transfers In R&B Co Wide	(139,429.93)
TOTAL BUDGET INCREASE (DECREASE)		(139,429.93)

REASON: Interfund transfer to reduce the transfer out to R&B from General Fund in the amount of \$139,429.93 for the creation of two positions (AI#'s 36054 &36055) and reverse transfer previously approved by CC on 1/8/13 AI#36066.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-37416

4. B.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Precinct 1

Submitted By: Olga Garza, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 TXDOT (1315):

Approval of 2013 interfund transfer from Pct 1 Rd Maint (fund 1200) to TXDOT-US 83 Illumination (fund 1315, program 031) in the amount of \$20,000.00 to fund lighting services for expressway 83 in the Pct. 1 area.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1XXX-431-00-121-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 3/1/13.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	03/01/2013 04:35 PM
Obdett Calzada	Obdett Calzada	03/01/2013 04:59 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Olga Garza		Started On: 03/01/2013 04:26 PM
	Final Approval Date: 03/01/2013	

ATTEST COUNTY CLERK

AI-37330

5. A.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 03-05-13

Pct 2 & 4 Cert Plat & Utility Status 03-05-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/27/2013 11:53 AM
Olga Garza	Olga Garza	02/28/2013 02:51 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Irma Castillo		Started On: 02/27/2013 10:56 AM
	Final Approval Date: 03/01/2013	

PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	JOSE L. HINOJOSA	1-9758
2.	ANTONIA GONZALEZ	1-9799
3.	MERY L. JUAREZ	1-9804
4.	JULIO C. SALINAS	1-9198
	COMM. COURT: MARCH 5, 2013	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct ① 2 3 4

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

Application No: 1-9758

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: Joseluis Hinojosa
11556
Address: 150 Mile 19 N. Rd.
Edcouch, TX 78538

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

Phone: (956) 800-0601

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

regarding the land described as:

Engleman Sub lot #24.

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

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

- Yes A plat has been prepared;
- Yes A plat has been reviewed and approved by the Commissioners Court;
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 8/29/24);

Gilbert Racine
(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]
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
956-318-2840
956-318-2844

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

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

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

Precinct 1 2 3 4

Application No: 1-9758

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

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

PARTY MAKING REQUEST:

Name: Jose Luis Hinojosa
Address: 11556
1/2 Mile 19N Rd.
Edcouch, TX. 78538
Phone: (956) 800-0601

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

Engleman Sub lot 24.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ☒ Subdivider
☒ Owner of lot in subdivision
☐ Resident of lot in a subdivision
☐ Entity that provides utility service

[Signature]
Requesting Party (Signature)

2/20/13
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:

2/27/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-9758

Feb. 19, 2013

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

E6290-00-000-0024-00

[1] OWNER: HINOJOSA, JOSE LUIS

1156 MILE 19 N. RD
EDCOUCH TX 78538

Telephone No. 607-2485

[7] LEGAL DESC./NAME OF SUBDIVISION
ENGELMAN LOT 24
AE-25

LOCATION: 0 493 & MILE 19

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 768 Sq. Ft.

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

[6] USE OF BUILDING: NEW RES ZONE AE

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 50' REAR 15' SIDES 6'
FLOOR ELEV 69.50

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

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

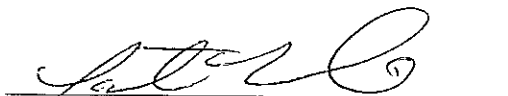
Pct: 1

Community No.: 480334

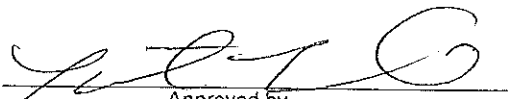
Certification of Elevation

Required: ☒ YES ☐ NO ☐ BFE

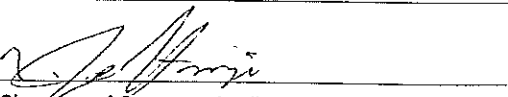
- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures 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.


Prepared by

2-20-13.
Date


Approved by

8-1-12.
Date


Signature of Owner or Applicant

2/20/13
Date

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Note of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument that transfers an interest in real property before it is filed for record in the public records: you social security or your drivers license number.

Date: July 5, 2008

Grantor: La Cuesta Sol Development LTD
Grantor's Mailing Address:
1210 E. Tyler
Harlingen, Texas 78550

Grantee: Jose Luis Hinojosa

Grantee's Mailing Address (including county):
3915 South Alamo Rd., Apt. 12
Edinburg, Texas 78539
Hidalgo County

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Nineteen Thousand Four Hundred and 00/100 Dollars (\$19,400.00) and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to David Crook, Trustee.

Property (including any improvements):

Lot 24, Engelman Resubdivision, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo, Texas under Volume 6, Page 41

Reservations from and Exceptions to Conveyance and Warranty:

1. **All lots must be used for single-family residential purposes only.**
2. A lien securing note in the amount of \$750,000.00, payable to the order of Texas Sate Bank McAllen and secured by a deed of trust recorded under file number 1602329, in the official records of Hidalgo County, Texas. 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 an area or boundary lines;
9. Any encroachments or overlapping of improvements;

10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, 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 the subdivision in which the property is located filed for record in the Office of the County Clerk of Hidalgo County.

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

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

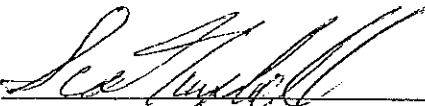
Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, 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.

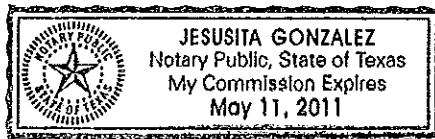
La Cuesta Sol Development LTD
La Cuesta Sol Development GP LLC, the General Partner

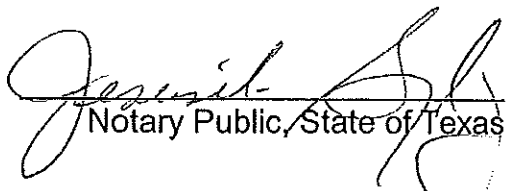
BY: 
Scot Campbell, President

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the 9 day of July, 2008, by Scot Campbell, President of La Cuesta Sol Development GP LLC, the General Partner, of La Cuesta Sol Development LTD.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

La Cuesta Sol Development LTD.
1210 E. Tyler
Harlingen, Texas 78550



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct ① 2 3 4

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

Application No: 1-9799

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: Gonzalez, Antonia

Address: 412 S 6th St
Donna Tx 78532

Phone: (956) 926-9317

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

Water Supplier: City of Donna

Utility Provider: ☐ M.V.E.C. ☐ AEP

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

regarding the land described as:

La Donna Gardens Lot 41

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

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

- Yes A plat has been prepared;
Yes A plat has been reviewed and approved by the Commissioners Court;
Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
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;
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;
Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 9-19-06);

(verified by Gilbert Recina);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

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
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

Precinct ① 2 3 4

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

Application No: 1-9799

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: Gonzalez, Antonia.

Address: 412 S 16th St

Donna TX 78537.

Phone: (956) 926-9317.

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

La Donna Gardens lot 41

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ☐ Subdivider
☒ Owner of lot in subdivision
☐ Resident of lot in a subdivision
☐ Entity that provides utility service

Elena J. Lopez
Requesting Party (Signature)

2.26.13
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:

2/27/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-9799

Feb. 26, 2013

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

L0810-00-000-0041-00

[1] OWNER: GONZALEZ, ANTONIA
4125 6TH ST.
DONNA TX 78537

[7] LEGAL DESC./NAME OF SUBDIVISION
LA DONNA GARDENS LOT 41
B-20

Telephone No. 684-0106

LOCATION: 0 RIVER ROAD & LOTT

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: OTHE

[9] CONSTRUCTION TYPE: META

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

[10] EST. COST OF CONST.: \$7,000

[5] SIZE OF STRUCTURE: 480 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: MOBILE HOME ZONE B

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 25' REAR 20' SIDES 6'
18" TOP OF CURB

FOR COUNTY USE ONLY APPLICATION FEES

OTHER

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: 650013 Pct: 1Community No.: 480374

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.

[Signature]
Prepared by

2-26-13
Date

[Signature]
Approved by

2-25-13
Date

[Signature]
Signature of Owner or Applicant

2-26-2013
Date

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN 2000977

Note of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument that transfer an interest in real property before it is filed for record in the public records: you social security or your drivers license number.

Date: May 13, 2009

Grantor: Bono Vita, Ltd
Grantor's Mailing Address:
1210 E. Tyler
Harlingen, Texas 78550

Grantee: Antonia T. Gonzalez
Grantee's Mailing Address (including county):
412 S. 6th St.
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 Sixteen Thousand Four Hundred Dollars and No Cents (\$16,400.00) and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to David Crook, Trustee.

Property (including any improvements):

Lot 41, La Donna Gardens Subdivision, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo, Texas under Volume 51, Page 117-119.

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing note payable to the order of Lone Star National Bank and secured by a deed of trust recorded under Document No. 1496980 of the official records of Hidalgo County, Texas and a Transfer of Lien to Cameron Life Insurance Company dated July 20, 2008, under Document No. 1932018 of the Official Records of Hidalgo County, Texas. 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. **All lots must be used for single-family residential purposes only.**
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 an area or boundary lines;
9. Any encroachments or overlapping of improvements;

10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, 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 the subdivision in which the property is located filed for record in the Office of the County Clerk of Hidalgo County.

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

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

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.

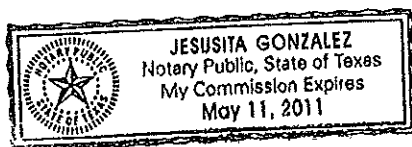
Bono Vita, Ltd,
a Texas Limited Partnership
by SRC Management, Inc., a Texas Corporation
as its General Partner

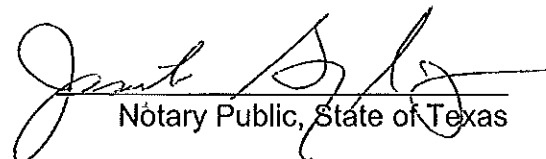
BY: 
Scot Campbell, President

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the 13 day of May, 2009 by Scot Campbell, President of SRC Management, Inc., General Partner of Bono Vita, Ltd., a Texas Limited Partnership.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Bono Vita, Ltd.
1210 E. Tyler
Harlingen, Texas 78550



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No: 1-9804

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: Merylee Juarez

Address: PO Box 717
Elsa, Tx 78543

Phone: (956) 756-7304

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

Water Supplier: NAWSL

Utility Provider: ☐ M.V.E.C. ☐ AEP

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

regarding the land described as:

Usta Ridge Acres lot # 41

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

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

- yes A plat has been prepared;
yes A plat has been reviewed and approved by the Commissioners Court;
yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
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;
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;
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 8-6-08);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

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

Precinct ① 2 3 4

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

Application No: 1 - 9408 9804
G.P.

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: Merilee Juarez

Address: PO Box 717
Elsa, TX 78543

Phone: (956) 756-7304

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

Vista Ridge Acres lot #41

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ☐ Subdivider
☒ Owner of lot in subdivision
☐ Resident of lot in a subdivision
☐ Entity that provides utility service

Merilee Juarez
Requesting Party (Signature)

Feb. 26, 2013
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:

2/24/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-9804

Feb. 26, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

V4348-00-000-0041-00

[1] OWNER: JUAREZ, MARY L.

P.O BOX 717
ELSA, TX 78543

Telephone No. 756-7304

[7] LEGAL DESC./NAME OF SUBDIVISION
VISTA RIDGE ACRES LOT#41

LOCATION: 0 FM 88 & MILE 20

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$896

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

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 55' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: 0450C

Pct: 1

Community No.: 480334

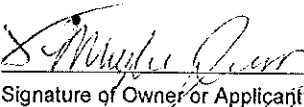
Certification of Elevation

Required: ☐ YES ☒ NO ☐ BFE

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

Prepared by

Date


Approved by2/26/13
Date
Signature of Owner or Applicant

Date

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: February 18, 2013

Grantor: Jack McClelland
 Grantor's Mailing Address:
 2614 W. Freddy Gonzalez
 Edinburg, Texas 78539

Grantee: Merylee Juarez

Grantee's Mailing Address (including county):
 8063 Live Oak St.
 Monte Alto, Texas 78538
 Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Nine Thousand Dollars and No Cents (\$29,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 41, Vista Ridge Acres Subdivision, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 20, 2009, 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 2004719. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Vista Ridge Acres Subdivision, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times

for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

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

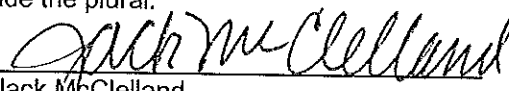
If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

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

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

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

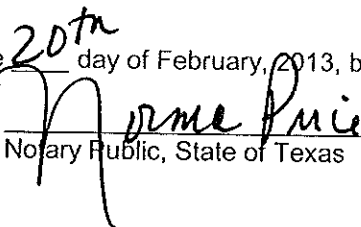
When the context requires, singular nouns and pronouns include the plural.

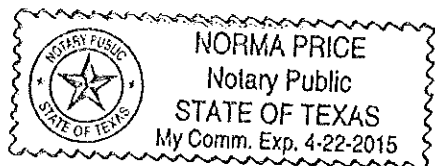

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 20th day of February, 2013, by Jack McClelland.


Notary Public, State of Texas





PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct ① 2 3 4

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

Application No: 1-9198

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: Julio C. Salinas

Address: 23301 Oak Knoll
Monte Alto Tx 78538

Phone: (956) 373-0555

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

Water Supplier: NAWSC

Utility Provider: ☐ M.V.E.C. ☐ AEP

Account/ESI No.: N/A
☐ Temporary Pole ☒ Permanent Service

regarding the land described as:

Oak Hill Ranches #2 lot # 92

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;
Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
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;
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;
Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 4-21-08);

(verified by Gilbert Pecina);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

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
956-318-2840
956-318-2844

Precinct No.1 Substation
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956-973-7850

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

Precinct ① 2 3 4

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

Application No: 1-9198

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: Julio C. Salinas

Address: 23301 Oak Knoll

Monte Alto Tx 78538

Phone: (956) 373-0555

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

Oak Hill Ranches #2 lot #

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ☐ Subdivider
☒ Owner of lot in subdivision
☐ Resident of lot in a subdivision
☐ Entity that provides utility service

Julio C. Salinas
Requesting Party (Signature)

2/25/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

.....
This part to be filled out by receiving county official:

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

2/27/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-9198

Jul. 18, 2012

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

O0557-02-000-0092-00

[1] OWNER: SALINAS, JULIO

PO BOX 2856
ELSA, TX 78543

Telephone No. 975-0917

[7] LEGAL DESC./NAME OF SUBDIVISION
OAK HILL RANCH #2 LOT#92

LOCATION: 0 FM 88 & MILE 20

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BRIC

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

[10] EST. COST OF CONST.: \$160,000

[5] SIZE OF STRUCTURE: 3,449 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 100' REAR 15' SIDES 20' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____

TOTAL AMOUNT \$30.00

Light ☒ [X]Water ☒ [X]

Flood Zone: NO

Panel No. /Suffix: 03500 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.

Prepared by

Date

Approved by

Date

Signature of Owner or Applicant

Date

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

2288197

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: February 23, 2012

Grantor: Jack McClelland
Grantor's Mailing Address:
2614 West Freddy Gonzalez
Edinburg, Texas 78539

Grantee: Julio C. Salinas
First Grantee's Social Security Number: 461-61-3234

Grantee's Phone Number: (956) 975-0917
Grantee's Mailing Address (including county):
P.O. Box 2856
Elsa, Texas 78543
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Two Thousand Dollars and No Cents (\$32,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 92, Oak Hill Ranch Phase II Subdivision, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 55, Pages 41-46, 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;

8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Oak Hill Ranch Phase II Subdivision, as shown on the plat thereof, recorded in Volume 55, Pages 41- 46, Map records of Hidalgo County, Texas;
12. Subdivision Restrictions filed for record under in the Office of the County Clerk of Hidalgo County, Texas under clerk's document number 1882643;
13. A lien securing a promissory note (the "Prior Note"), dated December 19, 2007, 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 1839107. 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.

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

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

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.

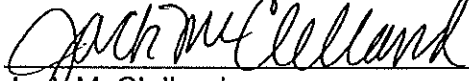
Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, 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.

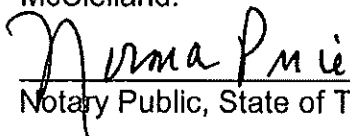


Jack McClelland

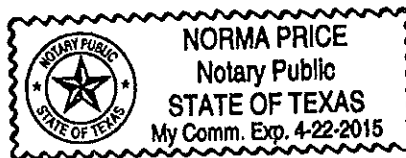
(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 28th day of February, 2012, by Jack McClelland.



Notary Public, State of Texas



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

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Adrain and Esmeralda Mancias	4-12136
2.	María G. Aguilar	4-12144
3.	Antero Villanueva	4-12104
4.	Miguel Angel Gomez	4-12079
5.	Milton R. Salinas	4-12149
6.	Hugo Rodriguez	4-12125
	COMM. COURT: March 5, 2013	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: 4-12136

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: Esmeralda Mancias
Adrian Mancias

Address: 1613 Herb St #12
Edinburg, TX 78542

Phone: (956) 223-3851

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		<u>49209</u>
Date Approved:	<u>/ /</u>	<u>/ /</u>

Water Supplier: north Alamo

Utility Provider: ☐ J.M.V.E.C. ☒ AEP

Account/ESI No.: 10032789467440366
☐ Temporary Pole ☒ Permanent Service

regarding the land described as:

TEXAS Estate #2012

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;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 2/18/12);
Flavio Castillo
(verified by Flavio Castillo)

(verified by [Signature]);

(verified by [Signature]);

(verified by Flavio Castillo)

Flavio Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No:

4-12136

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: Esmeralda G. Mancias
Adrian Mancias JR

Address: 1613 Herbst
Edinburg, TX 78542

Phone: 223-3851

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

TEXAS Estates Lot # 12

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ☒ Subdivider
☒ Owner of lot in subdivision
☐ Resident of lot in a subdivision
☐ Entity that provides utility service

Esmeralda Mancias 2-21-13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ☒ Deed
☐ Executory Contract
☐ Lease
☐ Rent Receipt
☐ Affidavit
☒ Other (describe) Deed

.....
This part to be filled out by receiving county official:

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

2/27/13
Date

Flora Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12136

Feb. 20, 2013

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

T2421-00-000-0012-00

[1] OWNER: MANCIAS, ADRIAN JR. &
ESMERALDA G.
4408 RODRIGUEZ ST.
SAN JUAN, TX. 78589

Telephone No. 223-3851

[7] LEGAL DESC./NAME OF SUBDIVISION
TEXAS ESTATES LOT 12

LOCATION: 0 TEXAS & C. CHAVEZ

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 1,196 Sq. Ft.

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

[6] USE OF BUILDING: RESIDENTIAL MOVE-IN

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA
REGULATIONS FRONT-25' REAR-40' NORTH SIDE-6'
CORNER-10'

FOR COUNTY USE ONLY APPLICATION FEES

Rodolfo Rios 2-20-13
Prepared by Date

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

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

Community No.: 0325-D

Certification of Elevation
Required: ☐ YES ☒ NO ☐ BFE

Aaron H 2-12-13
Approved by Date

- 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.

Adriana Mancias 2-20-13
Signature of Owner or Applicant Date

[NOTICE]

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

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

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

Special Warranty Deed with Vendor's Lien

Date: December 30, 2012

Grantor: ENBEN SOUTH TEXAS, LTD., a Texas limited partnership

Grantor's Mailing Address: P.O. Box 365
La Blanca, Hidalgo County, Texas 78558

Grantee: ADRIAN MANCIAS, JR. and wife, ESMERALDA G. MANCIAS

Grantee's Mailing Address: 4408 Rodriguez St
San Juan, Hidalgo County, Texas 78589

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of THIRTY SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$36,400.00) 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 SUELEMA LUNA, Trustee.

Property (Including any improvements):

All of Lot 12, TEXAS ESTATES SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Document Number 2368831, Official Records of Hidalgo County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. Restriction that there be no more than one single family detached dwelling per lot and restrictions for minimum finish floor elevations and set back lines as set out on the plat of said Subdivision on file at Clerk's Document No. 2369909, Map Records, Hidalgo County, Texas, together with all other restrictions of record.
2. Right of way easement as shown by instrument dated February 5, 1945, recorded in Volume 544, Page 614, Deed Records of Hidalgo County, Texas.
3. Pipeline easement in favor of Tennessee Gas Transmission Company as shown by instrument dated April 4, 1950, recorded in Volume 687, Page 378, Deed Records, and amended by instrument dated April 3, 1930, filed May 18, 2000, under Document Number 873693, Official Records of Hidalgo County, Texas.

ENBEN SOUTH TEXAS, LTD., a Texas limited partnership

By: **BENNETT-FLORES INVESTMENTS, L.L.C.**, a Texas limited liability company

Its: **General Partner**

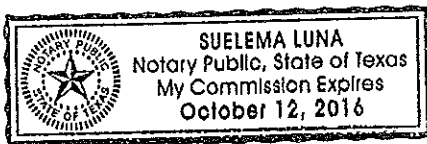
By: 

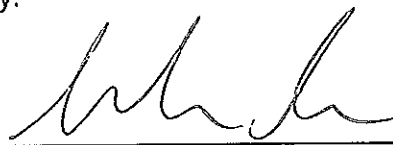
KYNDEL W. BENNETT, President

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on January 3, 2013, by **KYNDEL W. BENNETT**, President of **BENNETT-FLORES INVESTMENTS, L.L.C.**, a Texas limited liability company, General Partner of **ENBEN SOUTH TEXAS II, LTD.**, a Texas limited partnership, on its behalf in said capacity.





Notary Public, State of Texas



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Application No:

Precinct 1 2 3 4
4-121440

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

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

PARTY MAKING REQUEST:

Name: Maria G. Aguilar
Address: 3105 S. Raul Gonzales
Edinburg, TX 78542
Phone: 956-381-8237

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

Pincon De Encinos Lot 11

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ☒ Subdivider
☒ Owner of lot in subdivision
☐ Resident of lot in a subdivision
☐ Entity that provides utility service

Maria G. Aguilar 8/22/13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ☒ Deed
☐ Executory Contract
☐ Lease
☐ Rent Receipt
☐ Affidavit
☒ Other (describe) plat

.....
This part to be filled out by receiving county official:

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

2/22/13
Date

Raul E. Castillo
County Official

Charge to: VLTC

GF# 131783

.O/ct
12-384

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

WARRANTY DEED

Date: November 21, 2012

Grantors: OLGA RODRIGUEZ, a single person

Grantor's Mailing Address: 4928 East Texas Road
Edinburg, Texas 78542
Hidalgo County

Grantee: MARIA G. AGUILAR

Grantee's Mailing Address: 3105 South Raul Longoria
Edinburg, Texas 78542
Hidalgo County

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements):

All of Lot 11, RINCON DE ENCINOS SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 29, Page 106A, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

- a. Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.
- b. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Rincon De Encinos Subdivision, recorded in Volume 29, Page 106A, Map Records of Hidalgo County, Texas.
- c. Terms, stipulations and conditions contained in Certificate for Resolution and Order for Hidalgo County Irrigation District No.2, filed August 27, 1997 under Document Number 619600, Official Records of Hidalgo County, Texas.
- d. Mineral and/or royalty reservation contained in deed dated March 10, 1994, filed March 23, 1994 under Document Number 376309 and dated January 28, 1999 filed April 19, 1999 under Document Number 766670, Official Records of Hidalgo County, Texas.
- e. Visible and apparent easements on or across the property herein described.
- f. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
- g. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

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

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


OLGA RODRIGUEZ, a single person

{Certificate of Acknowledgment}

STATE OF TEXAS

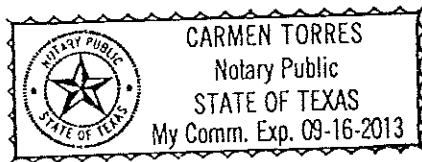
*

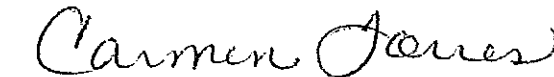
COUNTY OF HIDALGO

*

Before me, a notary public in and for the state of Texas, on this day personally appeared OLGA RODRIGUEZ, a single person, who proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of November, 2012.




Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
PRESTIA & ORNELAS
P. O. Box 876
Edinburg, Texas 78540-0876
(956) 383-6251

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12144

Feb. 22, 2013

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

R2845-00-000-0011-00

[1] OWNER: AGUILAR, MARIAG.

3105 S. RAUL LONGORIA
EDINBURG, TX 78539-8934

Telephone No. 460-3321

[7] LEGAL DESC./NAME OF SUBDIVISION
RINCON DE ENCINOS LOT 11

LOCATION: 0 C. CHAVEZ & CANTON

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 781 Sq. Ft.

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

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

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

FOR COUNTY USE ONLY APPLICATION FEES

Prepared by

Date

Approved by

Date

Signature of Owner or Applicant

Date

OTHER

TOTAL AMOUNT \$30.00

Light []

Water []

Flood Zone: NO

Panel No. /Suffix:

Pct: 4

Community No.:

Certification of Elevation

Required: ☐ YES ☒ NO ☐ BFE

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

[NOTICE]

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

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



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-12104

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: AN LERO VILLANUEVA

Address: 41614 Phylliss Ave
Edinburg TX 78542

Phone: 956-624-8195

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		49371
Date Approved:	1 / 1	2/25/13

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

Utility Provider: ☒ M.V.E.C. ☐ AEP

Account/ESI No.: 271310-001
☒ Temporary Pole ☐ Permanent Service

regarding the land described as:

Lincon De Encinas Lot #15.

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

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

- yes A plat has been prepared;
yes A plat has been reviewed and approved by the Commissioners Court;
yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
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;
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;
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 11-1-94)

(verified by Flore C. Castillo)

(verified by Roberto Gonzalez 2/25/13)

(verified by Roberto Gonzalez 2/25/13)

(verified by Flore C. Castillo)

Flore C. Castillo
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
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

Application No: 4-12104

Precinct 1 2 3 ④

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: Artero Villanueva
Address: P.O. Box 422
SAN JUAN
Phone: 956-624-5195

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

Fincon De Encinos lot 15

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature]
Requesting Party (Signature)

12-25-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

☒ Deed
☐ Executory Contract
☐ Lease

☐ Rent Receipt
☐ Affidavit
☒ Other (describe) plat

.....
This part to be filled out by receiving county official:

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

2/27/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12104

Feb. 6, 2013

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

R2845-00-000-0015-00

[1] OWNER: VILLANUEVA, ANTERO

P.O. BOX 422
SAN JUAN, TX. 78589

Telephone No. 624-5195

[7] LEGAL DESC./NAME OF SUBDIVISION
RINCON DE ENCINOS LOT 15

LOCATION: 0 CANTON & IOWA

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: NAL

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$50,000

[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

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

[6] USE OF BUILDING: NEW RESIDENTIAL

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA,
REGULATIONS FRONT-15' REAR-20' WEST SIDE-6'
EAST SIDE-25'

**FOR COUNTY USE ONLY
APPLICATION FEES**

Rodolfo Rios 2-6-13
Prepared by Date

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 4Community No.: 0425-CCertification of Elevation
Required: ☐ YES ☒ NO ☐ BFE

Rodolfo Rios 1-28-13
Approved by Date

- 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.

[Signature] 2-6-13
Signature of Owner or Applicant Date

[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.

2238714

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: July 28, 2011

Grantor: BOB A. GASTON

Grantor's Mailing Address: (including county)

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

Grantee: ANTERO VILLANUEVA
First Grantee's Social Security Number: on file
Second Grantee's Social Security Number: on file
Grantee's Home Phone Number:
Grantee's Work Phone Number:
Grantee's Mailing Address (including county):

P. O. BOX 422
San Juan, Texas 78589
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Three Thousand One Hundred Fifty-three and 60/100 Dollars (\$3,153.60), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Dennis E. Hendrix, Trustee.

Property (including any improvements):

Lot(s) 15, Rincon De Encinos Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 29, Page 106A, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

Reservations from and Exceptions to Conveyance and Warranty:

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

COPY

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

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

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

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

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

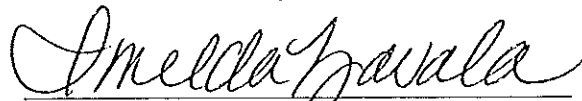
When the content, requires, singular nouns and pronouns include the plural.


BOB A. GASTON

(Acknowledgment)

State of Texas
County of Hidalgo

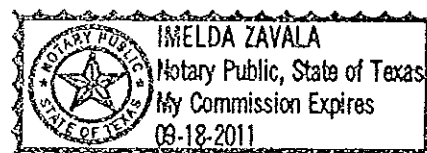
This instrument was acknowledged before me on the 28 day of July, 2011, by BOB A. GASTON.


Notary Public, State of Texas

SALESPERSON: BOB A. GASTON

AFTER RECORDING RETURN TO:

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



Filed for Record in:
Hidalgo County,
County Clerk
Arturo Guadalupe Jr.
Sep 06 2011 at 11:36A
As a Recording
Document Number:
2238774
Total Fees: 20.00
Receipt Number - 1221754
By: [Signature]
Hidalgo County Deputies



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 ④

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

Application No: Y-12079

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: Angel Argel Gomez

Address: 6120 pecador
Edinburg TX

Phone: 956 3811461

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 1</u>	<u>SENER</u> <u>2/26/13</u>

Water Supplier: EDW BURG

Utility Provider: ☐ M.V.E.C. ☒ AEP

Account/ESI No.: 19032789482656325
☐ Temporary Pole ☐ Permanent Service

regarding the land described as:

Paloma del valle #3 Lot 229

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;
yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
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;
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;
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 7-11-07);

(verified by Francisco Castillo)

(verified by [Signature]);

(verified by [Signature]);

(verified by Francisco Castillo)

Raul E. Sesin
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
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

Precinct 1 2 3 4

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

Application No: 4-12079

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: Miguel Angel Toranzo

Address: 6120 pecador
edburg tx

Phone: 956 3811461

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

Paloma Del Valle #3 W 229

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ☒ Subdivider
☒ Owner of lot in subdivision
☐ Resident of lot in a subdivision
☐ Entity that provides utility service

Miguel Angel Toranzo
Requesting Party (Signature)

2/26/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ☒ Deed
☐ Executory Contract
☐ Lease

- ☐ Rent Receipt
☐ Affidavit
☒ Other (describe) Deed

.....
This part to be filled out by receiving county official:

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

2/27/13
Date

Shirley Castillo
County Official

WARRANTY DEED WITH VENDOR'S LIEN

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

Date: January 15, 2013

Grantor: Paloma Del Valle II, Ltd.

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

Grantee: Miguel Angel Gomez and Mirella Cesareo-Celestino

Grantee's Mailing Address including County: 1713 Adam Lee Dr.
Edinburg, Texas 78541
Hidalgo

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of TWENTY-ONE THOUSAND NINE HUNDRED EIGHTY-THREE AND 89/100 DOLLARS (\$21,983.89) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

Subject to Prior Lien(s) (including recording information): A lien in favor of Texas State Bank as recorded in the Deed of Trust dated August 11, 2006, as Document number 1655705, in the Official Records of Hidalgo County, Texas, and all renewals, extensions, transfers or alterations thereof.

Property (including any improvements): Lot 229 of Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

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

1. Restrictive Covenants Recorded as Document 1784511 in the Official Records of Hidalgo County, Texas.
2. Taxes for the year 2013 and all subsequent years.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District in which the property is located.
4. Subject to any and all valid and existing restrictions, easements, rights-of-way, reservations,

maintenance charges, together with any lien securing maintenance charges, zoning laws, ordinances of municipal or other governmental agency's or authorities, and conditions and covenants, if any, applicable to and enforceable against the property described herein, whether of record or not; all presently recorded instruments, other than liens or conveyances that effect the property.

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

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

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

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

Paloma Del Valle II, Ltd.
By: Jane Cross Enterprises, Inc.
General Partner

BY: Jane Cross
Jane Cross, President

ACKNOWLEDGMENT

STATE OF TEXAS

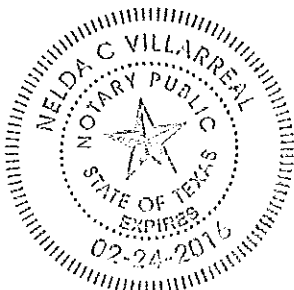
§

§

COUNTY OF HIDALGO

§

This instrument was acknowledged before me on January 15, 2013, by Jane Cross, President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Nelda C. Villarreal
Notary Public, State of Texas

Nelda C. Villarreal
Notary's typed or printed signature
My commission expires: 02/24/2016

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12079

Jan. 31, 2013

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

P3112-03-000-0229-00

[1] OWNER: GOMEZ, MIGUEL ANGEL & MIRELL
CESAREO-CELESTINO
6120 PECADOR DR.
EDINBURG TX, 78539
Telephone No. 381-1461

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 229

[2] CONTRACTOR: SELF

LOCATION: 0 M.CRISTO & SEMINARY

[3] WATER SYSTEM: NAL

[8] SEWAGE: PUBLI

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

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 1,008 Sq. Ft.

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

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

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

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

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix:

Pct: 4

Community No.: 480334

Certification of Elevation

Required: ☐ YES ☒ NO ☐ BFE

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

[NOTICE]

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

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

Miguel Angel Gomez
Prepared by

1-31-13
Date

Rudy Diaz
Approved by

1-31-13
Date

Miguel Angel Gomez
Signature of Owner or Applicant

1/31/13
Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

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

Application No: 1-12149

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: Milton R. Salinas

Address: 2807 Santa Lope St.
San Juan TX
78589

Phone: 956-566-0450

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 1</u>	<u>2 12 2013</u>

Water Supplier: North Alamo

Utility Provider: ☒ M.V.E.C. ☐ AEP

Account/ESI No.: 270297001
☐ Temporary Pole ☒ Permanent Service

regarding the land described as:

Eldora Heights M H S/D #2 Lot 179

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;
yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
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;
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;
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 8-13-02);

(verified by Flavio Castillo);

(verified by [Signature]);

(verified by [Signature]);

(verified by Flavio Castillo);

Flavio Castillo
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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956-968-4734
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

Application No: 4-12149

Precinct 1234

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: Milton R. Salinas
Address: 2807 San Felipe St.
San Juan, TX 78589
Phone: 956 566 0450

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

Eldora Heights #2 lot 179

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ☒ Subdivider
☒ Owner of lot in subdivision
☐ Resident of lot in a subdivision
☐ Entity that provides utility service

Milton Salinas
Requesting Party (Signature)

12-26-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ☒ Deed
☐ Executory Contract
☐ Lease

- ☐ Rent Receipt
☐ Affidavit
☒ Other (describe) plat

.....
This part to be filled out by receiving county official:

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

2/27/13
Date

Raul E. Sesin
County Official

SPECIAL WARRANTY DEED

2373440

Date: January 11, 2013

Grantor: ESTEFANA AMAYA

Grantor's Mailing Address (including county):

2022 Loma Azul
San Juan, TX 78516
Hidalgo, County

Grantee: MILTON RICARDO SALINAS

Grantee's Mailing Address (including county):

2901 San Felipe St.
San Juan, TX 78589
Hidalgo, County

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lot(s) 179 , Eldora Heights Mobile Home Subdivision, Phase II, as shown by the map or plat thereof recorded in Volume 41, Pages 111 through 114, Map Records, Hidalgo County,

Reservations from and Exceptions to Conveyance and Warranty:

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

Hidalgo County

Hidalgo County Real Property Official Records Search

Wednesday, February 20, 2013

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Place your cursor on the buttons below and a description of what each button is used for will appear.

[Back to the search page](#)[Printing Instructions](#)

Recorded On: 2013-Jan-14 As: 2373449

minerals previously reserved or conveyed by any parties having the right to do so:

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

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

ESTEFANA AMAYA

State of Texas
County of HidalgoThis instrument was acknowledged before me on the 14 day of January 2013,
by Estefana Amaya.
Notary Public State of TexasAFTER RECORDING RETURN TO:
2901 SAN FELIPE ST.
SAN JUAN, TX 78589

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12149

Feb. 26, 2013

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

E5038-02-000-0179-00

[1] OWNER: SALINAS, MILTON RICARDO

2901 SAN FELIPE ST.
SAN JUAN, TX. 78589

Telephone No. 566-5665

[7] LEGAL DESC./NAME OF SUBDIVISION

ELDOFA HEIGHTS M/H PH 2 LOT 179

LOCATION: 0 R.LONGORIA & ELDORA

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: NAL

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$69,000

[5] SIZE OF STRUCTURE: 1,474 Sq. Ft.

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

[6] USE OF BUILDING: RESIDENTIAL-MOBILE HOME

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA
REGULATIONS FRONT-20' REAR-20' SIDES-6'

FOR COUNTY USE ONLY APPLICATION FEES

Rodolfo Rio
Prepared by

2-26-13
Date

Rodolfo Rio
Approved by

2-22-13
Date

Milton Ricardo Salinas
Signature of Owner or Applicant

2/26/13
Date

OTHER _____

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO 180334
Panel No. /Suffix: _____

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

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12/25

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Hugo Rodriguez

Address: 1793 Kelsey

Edinburg TX 78539

Phone: 231-343-2558

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 1</u>	<u>2 125713</u>

Water Supplier: North Platte

Utility Provider: ☒ M.V.E.C. ☐ AEP

Account/ESI No.: 271319-001

☐ Temporary Pole ☐ Permanent Service

regarding the land described as: Jrenton Oaks lot 44 mobile home.

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;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 7-2-98)

(verified by Jorge Castillo)

(verified by Charles R. Ray)

(verified by Paul Castillo)

(verified by Paul Castillo)

Raul E. Sesin
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
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: 412125

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: Hugo Rodriguez
Address: 1290 Kelley
Edinburg TX 78539
Phone: 231-543-2558

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

Menton Oaks Lot 44

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ☒ Subdivider
☒ Owner of lot in subdivision
☐ Resident of lot in a subdivision
☐ Entity that provides utility service

Hugo Rodriguez 2/27/13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ☒ Deed
☐ Executory Contract
☐ Lease
☐ Rent Receipt
☐ Affidavit
☒ Other (describe) plat.

.....
This part to be filled out by receiving county official:

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

2/27/13
Date

Glenn C. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12125

Feb. 14, 2013

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

T6855-00-000-0044-00

[1] OWNER: RODRIGUEZ, HUGO

1793 KELSEY
EDINBURG, TX 78539-8776

Telephone No. -

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON OAKS LOT 44

231-343-2558

LOCATION: 0 TRENTON & C. CHAVEZ

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: NAL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 1,232 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
NO

[6] USE OF BUILDING: RES. M/HOME

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS

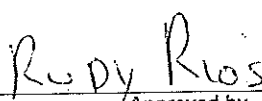
FRONT:25' BACK: 35' SIDE:WEST 6' SIDE:EAST 10'

18" ABOVE THE STREET. FLOODZONE:B-44


Prepared by

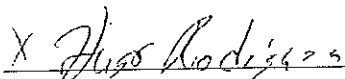
2-14-13

Date


Approved by

2-7-13

Date


Signature of Owner or Applicant

2-14-13

Date

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: MI 0425c
Panel No. /Suffix: _____ Pct: 4

Community No.: 480334

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

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

General Warranty Deed

2338573

Date: AUGUST 21, 2012

Grantor: MARIO ALBERTO NAVARRO and ALEJANDRO NAVARRO

Grantor's Mailing Address: 2416 PECAN RIDGE LANE
EDINBURG, TEXAS 78539
HIDALGO COUNTY

Grantee: HUGO RODRIGUEZ

Grantee's Mailing Address: 4001 HOLY DRIVE
EDINBURG, TEXAS 78542
HIDALGO COUNTY

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

Property (including any improvements):

Lot Forty Four (44), TRENTON OAKS, a subdivision in Hidalgo County, Texas, as per map or plat recorded in Volume 31, Page 108, Map Records of Hidalgo County, Texas.

Reservations from Conveyance: NONE

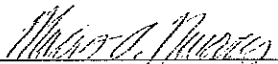
Exceptions to Conveyance and Warranty:

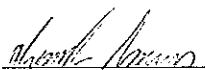
Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and restrictive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2012, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

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

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


MARIO ALBERTO NAVARRO


ALEJANDRO NAVARRO

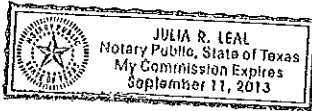
NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY.

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 23rd day of August, 2012, by MARIO ALBERTO NAVARRO.

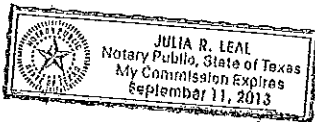


Julia R. Leal
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 23rd day of August, 2012, by ALEJANDRO NAVARRO.



Julia R. Leal
NOTARY PUBLIC, STATE OF TEXAS

PREPARED BY:
SLUSHER & ASSOCIATES, PLLC
4900 N. 10TH, STE, F-3
McALLEN, TEXAS 78504
CS# 3791

AFTER RECORDING, RETURN TO:

HUGO RODRIGUEZ
4001 HOLY DRIVE
EDINBURG, TEXAS 78542

AI-37056

6. A.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept:

Approval to pay 2013 membership dues to Southwestern Border Sheriff's Coalition in the amount of \$200.00 (Requisition # 231651) for Sheriff Guadalupe Trevino, with authority for the County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

The Southwestern Border Sheriff's Coalition brings together sheriff's departments in 26 counties along the border in Texas, New Mexico, and California to act as one voice to help combat crime along the border.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-810

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available in Req. # 231651 as of 02/22/2013.

Attachments

SBSC Invoice

SBSC Affidavit

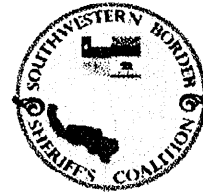
SBSC Requisition

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/20/2013 10:39 AM
Budget & Management	Obdett Calzada	02/20/2013 11:03 AM
Ana Galvan	Ana Galvan	02/22/2013 05:24 PM
Auditor's Office	Angela Garcia	02/25/2013 01:02 PM
Ana Galvan	Ana Galvan	02/25/2013 02:11 PM
Form Started By: Myra Montoya		Started On: 02/13/2013 04:52 PM
	Final Approval Date: 02/25/2013	

INVOICE

Date: January 25, 2013
Invoice # 2013-10



Southwestern Border Sheriffs' Coalition	TO	Sheriff Guadalupe Trevino
C/O TBSC		Hidalgo County Sheriff's Office
240 Thunderbird, Suite A		711 El Ciboio Rd
El Paso, Texas 79912		Edinburgh, TX 78540
(915) 351-0621		
(915) 351-0641 (fax)		

PAYMENT TERMS

Due on receipt

DESCRIPTION

LINE TOTAL

Dues for 2013

\$200.00

Has your contact information changed? Please fill out the back of this sheet and return it with payment or send us an e-mail: awilkins@txbsc.org

TOTAL

\$200.00

Make all checks payable to Southwestern Border Sheriffs' Coalition.

Thank you for your support!

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Guadalupe Treviño, do hereby state that membership in the Southwestern Border Sheriff's Coalition, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
 - Publications
 - Periodicals
 - Training
 - Annual Conference
 - Award Programs
 - Representation
 - Technical Inquiry Services

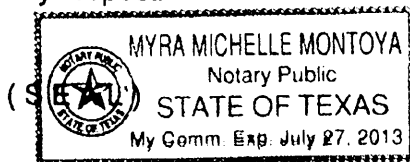
FOR STATEWIDE ASSOCIATIONS ONLY

I further state that Southwestern Border Sheriff's Coalition is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: *Guadalupe Treviño*
TITLE: Sheriff

DATE: 02/13/13

Before me Myra M. Montoya, a Notary Public, appeared Guadalupe Treviño, 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.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026
COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

Requisition No 00231651

Vendor SOUTHWEST BORDER SHERIFF'S COALITION

Owner MMONTOYA

Po No

Address C/O DONA ANA COUNTY SHERIFF'S OFFICE

Date Entered 02-13-2013

845 N MOTEL BLVD

Status Needs Approval by LAW

LAS CRUCES NM 88007

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	2013 MEMBERSHIP DUES FOR SHERIFF GUADALUPE TREVINO	200.0000	200.00

Total 200.00

Account Number	Description	Account Balance	Amount
3-1100-421-00-280-001-0-810	SHERIFF-DUES & MEMBERSHIPS	3,175.00	200.00

AI-37321

Membership Dues 6. B.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept.:

Approval to pay 2013 membership dues and certification (Requisition #231909) to The National Narcotic Detector Dog Association, Inc. for Jaime Garcia and K9 Herby, Oscar Elizondo and K9 Indy and Armando Pena and K9 Bombix in the amount of \$30.00 per team for membership dues, \$25.00 per team for narcotic certification and \$25.00 per team for police service dog certification, with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

The National Narcotic Detector Dog Association is a professional, nonprofit organization dedicated to the utilization and proficiency of scent detector dogs for the benefit of Law Enforcement Industry.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 03/01/2013, Requisition # 231909.

Attachments

NNDDA Affidavits

NNDDA Membership Applications

NNDDA Requisition

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/27/2013 12:39 PM
Budget & Management	Obdett Calzada	02/28/2013 04:41 PM
Ana Galvan	Ana Galvan	03/01/2013 04:35 PM
Purchasing Department	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Myra Montoya		Started On: 02/26/2013 04:44 PM
	Final Approval Date: 03/01/2013	

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Jaime Garcia, do hereby state that membership in the National Narcotic Detector Dog Assoc., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
 - Publications
 - Periodicals
 - Training
 - Annual Conference
 - Award Programs
 - Representation
 - Technical Inquiry Services

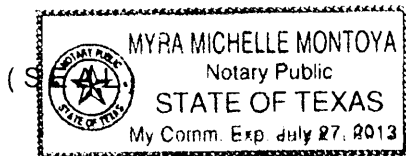
FOR STATEWIDE ASSOCIATIONS ONLY

I further state that National Narcotic Detector Dog Assoc. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: *Jaime Garcia*
TITLE: Deputy Sheriff

DATE: 02/20/2013

Before me Myra M. Montoya, a Notary Public, appeared Jaime Garcia, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026
COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

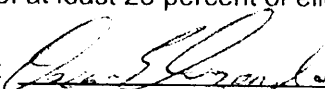
**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Oscar Elizondo, do hereby state that membership in the National Narcotic Detector Dog Assoc., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
 - Publications
 - Periodicals
 - Training
 - Annual Conference
 - Award Programs
 - Representation
 - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

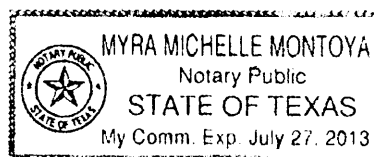
I further state that National Narcotic Detector Dog Assoc. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

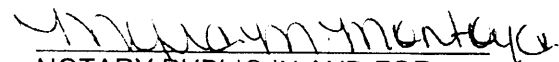
SIGNATURE: 
TITLE: Deputy Sheriff

DATE: 02/20/2013

Before me Myra M. Montoya, a Notary Public, appeared Oscar Elizondo, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Armando Pena, do hereby state that membership in the National Narcotic Detector Dog Assoc., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
 - Publications
 - Periodicals
 - Training
 - Annual Conference
 - Award Programs
 - Representation
 - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

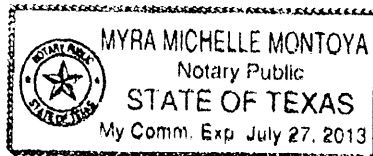
I further state that National Narcotic Detector Dog Assoc. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Armando Peña
TITLE: Deputy Sheriff

DATE: 02/20/2013

Before me Myra M. Montoya, a Notary Public, appeared Armando Pena, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)



Myra Michelle Montoya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012



THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

FEE 1 of A \$30.00
2 or 3 \$50.00

• NEW

• RENEWAL

Visit our Site
www.nndda.org

NAME: (LAST) GARCIA (FIRST) JAIMÉ (M.I.) J
ADDRESS: 1004 WEST GARNER AVE CITY: EDINBURG
STATE: TEXAS ZIP: 78541 EMAIL: JAIMÉ924GARCIA@GMAIL.COM
DATE OF BIRTH 3 / 16 / 74 SSN: 461 / 63 / 1464 PUBLISHED phone NO: (956) 720 - 5154
WORK PHONE NUMBER: (956) 383 - 8114 HOME PHONE NO: () N/A
AGENCY: HALGO COUNTY SHERIFF OFFICE ADDRESS: 711 EL CIBOLO RD
CITY: EDINBURG STATE: TX ZIP: 78541
CANINE NAME: "HERBY" AGE: 2 yrs BREED: DUTCH SHEPARD
HOW LONG ON ACTIVE DUTY NEW DOG CANINE OWNED BY: HALGO COUNTY SHERIFF OFFICE

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE: [Signature] DATE: 2-19-13

MEMEBERS IN GOOD STANDING NAME DEATH BENEFICIARY MARISOL MUNIZ

CERTIFYING OFFICIAL USE ONLY BELOW MEMBERSHIP CATEGORIES CERTIFYING OFFICIAL USE ONLY BELOW
(Check appropriate box below. MAKE CHECKS PAYABLE TO THE NNDDA)

- Active member dues \$30.00 annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal. Check standards to see if you qualify prior to applying for membership.
- Cadaver Member \$30.00 annually, members in this category may only attend events in the cadaver field.
- Corporate members dues \$50.00 annually, shall be private industry companies and must send a copy of the license from appropriate state agencies, if required by the state where the firm has offices. DEA license for controlled substance required.
- Active associate members dues \$30.00 annually, shall be any non-law enforcement person whom is gainfully employed by a company that is a corporate member of this association. Reserve or part time officer with endorsement letter. Active military, DHS, or DOD with endorsement letter. Check standards to see if you qualify prior to applying for membership.
- Associate sponsor member dues \$50.00 annually, shall be any person or company desiring to be associated with the NNDDA

TYPE OF PAYMENT: • CHECK # _____ • CASH _____ • P. O. # _____
CERTIFICATION FEES: • Narcotics (25.00) • PSIDog (25.00) • Other (25.00 each) _____
MEMBERSHIP FEES: \$ 30.00 CERTIFICATION FEES: \$ 50.00
TOTAL: \$ 80.00 Collected BY: _____ C/O # _____



THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

FEES: 1 of A \$30.00
2 or 3 \$50.00

• NEW

• RENEWAL

Visit our Site
www.nndda.org

NAME: (LAST) Elizondo (FIRST) Oscar (M.I.) O

ADDRESS: 409 Ash CITY: Donna

STATE: Texas ZIP: 78537 EMAIL: oz-eliz@yahoo.com

DATE OF BIRTH 9/8/82 SSN: 461 181 18130 PUBLISHED phone NO: (956) 457-0239

WORK PHONE NUMBER: (956) 343-8114 HOME PHONE NO: (956) 457-0239

AGENCY: Hidalgo County Sheriff's Office ADDRESS: 711 E. El Cidolo Rd.

CITY: Edinburg STATE: Texas ZIP: 78539

CANINE NAME: Indy AGE: 2 BREED: Belgian Mal

HOW LONG ON ACTIVE DUTY: New Dog CANINE OWNED BY: Hidalgo County

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE: [Signature] DATE: 2-19-03

MEMEBERS IN GOOD STANDING NAME DEATH BENEFICIARY Emelda Espanza

CERTIFYING OFFICIAL USE ONLY BELOW MEMBERSHIP CATEGORIES CERTIFYING OFFICIAL USE ONLY BELOW
(Check appropriate box below. MAKE CHECKS PAYABLE TO THE NNDDA)

- • • Active member dues \$30.00 annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal. Check standards to see if you qualify prior to applying for membership.
- • • Cadaver Member \$30.00 annually, members in this category may only attend events in the cadaver field.
- • • Corporate members dues \$50.00 annually, shall be private industry companies and must send a copy of the license from appropriate state agencies, if required by the state where the firm has offices. DEA license for controlled substance required.
- • • Active associate members dues \$30.00 annually, shall be any non-law enforcement person whom is gainfully employed by a company that is a corporate member of this association. Reserve or part time officer with endorsement letter. Active military, DHS, or DOD with endorsement letter. Check standards to see if you qualify prior to applying for membership.
- • • Associate sponsor member dues \$50.00 annually, shall be any person or company desiring to be associated with the NNDDA

TYPE OF PAYMENT: • CHECK # _____ • CASH _____ • P.O. # _____

CERTIFICATION FEES: • Narcotics (25.00) _____ • PSDog (25.00) _____ • Other (25.00 each) _____

MEMBERSHIP FEES: \$30.00 CERTIFICATION FEES: \$50.00

TOTAL \$80.00 Collected BY: _____ C/O # _____



THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

FEE: 1 or A \$30.00
2 or 3 \$50.00

☒ NEW

☐ RENEWAL

Visit our Site
www.nndda.org

NAME: (LAST) Peña (FIRST) Armando (M.I.)
ADDRESS: 224 Fresno Drive CITY: Edinburg
STATE: Texas ZIP: 78541 EMAIL: armando.pena@HidalgoSO.org
DATE OF BIRTH 09/08/1984 SSN: 464 193 7505 PUBLISHED phone NO: () -
WORK PHONE NUMBER: (956) 388 - 8114 HOME PHONE NO: (956) 270 - 8669
AGENCY: Hidalgo County Sheriff's Office ADDRESS: 711 El Cidado Rd.
CITY: Edinburg STATE: Texas ZIP: 78543
CANINE NAME: Bombix AGE: 7 BREED: Belgian Malinois
HOW LONG ON ACTIVE DUTY: 5 years CANINE OWNED BY: Hidalgo County

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE: Armando Peña DATE: 02-19-13

MEMEBERS IN GOOD STANDING NAME DEATH BENEFICIARY Griseidy Peña 2-24-88 (wife)

CERTIFYING OFFICIAL USE ONLY BELOW MEMBERSHIP CATEGORIES CERTIFYING OFFICIAL USE ONLY BELOW
(Check appropriate box below, MAKE CHECKS PAYABLE TO THE NNDDA)

- Active member dues \$30.00 annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal. Check standards to see if you qualify prior to applying for membership.
- Cadaver Member \$30.00 annually, members in this category may only attend events in the cadaver field.
- Corporate members dues \$50.00 annually, shall be private industry companies and must send a copy of the license from appropriate state agencies, if required by the state where the firm has offices. DEA license for controlled substance required.
- Active associate members dues \$30.00 annually, shall be any non-law enforcement person whom is gainfully employed by a company that is a corporate member of this association. Reserve or part time officer with endorsement letter. Active military, DHS, or DOD with endorsement letter. Check standards to see if you qualify prior to applying for membership.
- Associate sponsor member dues \$50.00 annually, shall be any person or company desiring to be associated with the NNDDA

TYPE OF PAYMENT: • CHECK # _____ • CASH _____ • ☒ P. O. # _____

CERTIFICATION FEES: • Narcotics (25.00) _____ • PSDog (25.00) _____ • Other (25.00 each) _____

MEMBERSHIP FEES: \$30.00 CERTIFICATION FEES: \$50.00

TOTAL: \$80.00 Collected BY: _____ C/O # _____

Requisition No 00231909

Vendor NATIONAL NARCOTIC DETECTOR DOG ASSC.

Owner MMONTTOYA

Po No

Address 379 C.R. 105

Date Entered 02-20-2013

CARTHAGE TX 75633

Status Needs Approval by PURC

Line No	Quantity	Description	Unit Price	Payment Amount
1	3	MEMBERSHIP DUES	30.0000	90.00
2	3	NARCOTIC CERTIFICATION	25.0000	75.00
3	3	POLICE SERVICE DOG CERTIFICATION	25.0000	75.00

Total 240.00

Account Number	Description	Account Balance	Amount
3-1100-421-00-280-001-0-811	SHERIFF-LICENSES & PERMITS	1,150.00	150.00
3-1100-421-00-280-001-0-810	SHERIFF-DUES & MEMBERSHIPS	3,175.00	90.00

AI-37144

6. C.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept:

Approval to pay 2013 membership dues to National Sheriffs' Association in the amount of \$ 500.00 (Requisition # 231652) for Sheriff Guadalupe Trevino, with authority for the County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

The National Sheriff's Association is a non-profit organization dedicated to raising the level of professionalism among those in the criminal justice field. NSA is a key player in shaping national policy on critical criminal justice and homeland security issues important to the nation's sheriffs in the halls on Congress and at the White House.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-810

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 02/22/2013 in Req. # 231652.

Attachments

NSA Invoice

NSA Affidavit

NSA Requisition

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/20/2013 10:39 AM
Budget & Management	Obdett Calzada	02/20/2013 11:36 AM
Ana Galvan	Ana Galvan	02/22/2013 05:27 PM
Auditor's Office	Angela Garcia	02/25/2013 11:12 AM
Ana Galvan	Ana Galvan	02/25/2013 01:47 PM
Form Started By: Myra Montoya		Started On: 02/20/2013 10:26 AM
	Final Approval Date: 02/25/2013	

**REMITTANCE INFORMATION:**

National Sheriffs' Association
ATTN: MEMBERSHIP
1450 Duke Street
Alexandria, VA 22314
Tel. 703.836.7827
Fax. 703.838.5349

FIRST RENEWAL NOTICE

Member ID: 226707

Prepared: 2/5/2013

Please verify contact information and note any updates in the space provided:

Sheriff Guadalupe Trevino, Jr.
711 E Cibolo Rd
Edinburg, TX 78542

Item Description	Amount
NSA Membership Dues through 04/30/2014	500.00
Sub Total	500.00
<i>I would like to make a donation to the Foundation.</i>	Donation Amount _____
	Grand Total _____

Payment Options

Check: Return this form and make check or money order in US Dollars payable to **National Sheriffs' Association**.

Credit Card: Renew online at www.sheriffs.org, or complete the following information and return this form by mail or fax.

☐ VISA ☐ MasterCard ☐ American Express ☐ Discover

Card No: _____ Expiration: _____ CSC: _____

Cardholder's Name: _____ Signature: _____

Receipt

Keep this portion for your records.

The Foundation has §501(c)(3) nonprofit status and is tax deductible as a charitable contribution as allowed by law. The Tax ID Number is 52-1100429. NSA dues are not deductible.

Member ID	Customer Name	Purchase Order
226707	TREVINO, GUADALUPE	

Product	Taxable Value	Balance
NSA Membership Dues		500.00 []
	Total	500.00

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

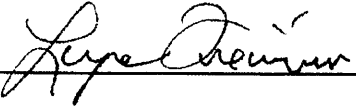
**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Guadalupe Treviño, do hereby state that membership in the National Sheriff's Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
 - Publications
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FOR STATEWIDE ASSOCIATIONS ONLY

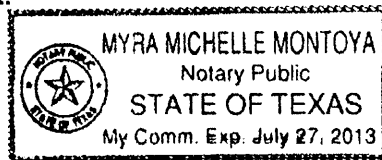
I further state that National Sheriff's Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: 
TITLE: Sheriff

DATE: 02/13/13

Before me Myra M. Montoya, a Notary Public, appeared Guadalupe Treviño, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026
COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

Requisition No 00231652
Po No
Date Entered 02-13-2013
Status Needs Approval by LAW

Vendor NATIONAL SHERIFFS' ASSOCIATION
Address 1450 DUKE STREET
ALEXANDRIA VA 22314

Owner MMONTOYA

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	NSA MEMBERSHIP DUES FOR SHERIFF GUADALUPE TREVINO THI	500.0000	500.00
Total				500.00
Account Number	Description		Account Balance	Amount
3-1100-421-00-280-001-0-810	SHERIFF-DUES & MEMBERSHIPS		3,175.00	500.00

AI-37103

7. A.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Sergio Cruz

Submitted By: Angelica M. Tapia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of \$422,689.54 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 02/02/13 to 02/15/13.

02/02-08/13	\$139,776.71
02/09-15/13	\$282,912.83
TOTAL	\$422,689.54

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 2/2-8/13

BCBS 2/9-15/13

Invoices

Certification

Form Review

Inbox
Budget & Management
Olga Garza
Auditor's Office

Reviewed By
Obdett Calzada
Olga Garza
Angela Garcia

Date
02/27/2013 09:09 AM
03/01/2013 11:42 AM
03/01/2013 05:20 PM
Started On: 02/15/2013

Form Started By: Angelica M. Tapia

Final Approval Date: 03/01/2013



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period 02/02/2013 to 02/08/2013

SECTION		
0001-0011	HIDALGO COUNTY	\$ 227,920.70
0002-0012	HEAD START	\$ 52,590.12
0003-0013	APPRAISAL DISTRICT	\$ 8,101.29
0004-0014	COMMUNITY SERVICE AGENCY	\$ 4,714.60
0005-0015	DRAINAGE DISTRICT NO.1	\$ 8,615.76
0006-0016	RETIREEES	\$ 10,714.10
9001-9002	COBRA	\$ 2,456.41
	STOP LOSS	\$ (175,336.27)
	TOTAL	\$ 139,776.71



**BlueCross BlueShield
of Texas**

Group # 021185

Settlement ID:

Processed Date

Period

HIDALGO COUNTY

TX433010006

02/09/2013 to 02/15/2013

SECTION		
0001-0011	HIDALGO COUNTY	\$ 206,227.37
0002-0012	HEAD START	\$ 55,775.64
0003-0013	APPRAISAL DISTRICT	\$ 3,602.10
0004-0014	COMMUNITY SERVICE AGENCY	\$ 923.89
0005-0015	DRAINAGE DISTRICT NO.1	\$ 5,046.08
0006-0016	RETIREEES	\$ 6,795.62
9001-9002	COBRA	\$ 4,542.13
	STOP LOSS	\$ -
	TOTAL	\$ 282,912.83



**BlueCross BlueShield
of Texas**

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/01/2013 - 02/08/2013 **Process Date:** 02/08/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/02/2013 - 02/08/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$647,476.62	\$227,920.70	\$52,139.64	\$0.00	\$175,781.06	2,390
TX433	01	002	HEAD START	\$77,665.62	\$52,590.12	\$3,767.51	\$0.00	\$48,822.61	619
TX433	01	003	APPRAISAL DISTRICT	\$10,104.50	\$8,101.29	\$5,788.55	\$0.00	\$2,312.74	61
TX433	01	004	COMMUNITY SERVICE	\$4,809.91	\$4,714.60	\$396.32	\$0.00	\$4,318.28	62
TX433	01	005	DRAINAGE DISTRICT	\$9,179.56	\$8,615.76	\$472.84	\$0.00	\$8,142.92	69
TX433	01	006	RETIREEES	\$18,244.14	\$10,714.10	\$5,566.99	\$0.00	\$5,147.11	74
TX433	01	007	COBRA	\$2,867.31	\$2,456.41	\$459.55	\$0.00	\$1,996.86	23
			STOPLOSS	(\$175,336.27)	(\$175,336.27)	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$770,347.66	\$315,112.98	\$68,591.40	\$0.00	\$246,521.58	3,298
			STOPLOSS Total	(\$175,336.27)	(\$175,336.27)	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$595,011.39	\$139,776.71	\$68,591.40	\$0.00	\$246,521.58	3,298



**BlueCross BlueShield
of Texas**

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/09/2013 - 02/15/2013 **Process Date:** 02/15/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/09/2013 - 02/15/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$853,703.99	\$206,227.37	\$41,930.08	\$0.00	\$164,297.29	2,338
TX433	01	002	HEAD START	\$133,441.26	\$55,775.64	\$21,786.92	\$0.00	\$33,988.72	641
TX433	01	003	APPRAISAL DISTRICT	\$13,706.60	\$3,602.10	\$1,864.73	\$0.00	\$1,737.37	45
TX433	01	004	COMMUNITY SERVICE	\$5,733.80	\$923.89	\$45.65	\$0.00	\$878.24	11
TX433	01	005	DRAINAGE DISTRICT	\$14,225.64	\$5,046.08	\$2,594.29	\$0.00	\$2,451.79	124
TX433	01	006	RETIREEES	\$25,039.76	\$6,795.62	\$3,652.57	\$0.00	\$3,143.05	82
TX433	01	007	COBRA	\$7,409.44	\$4,542.13	\$3,387.22	\$0.00	\$1,154.91	26
			STOPLOSS	(\$175,336.27)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$1,053,260.49	\$282,912.83	\$75,261.46	\$0.00	\$207,651.37	3,267
			STOPLOSS Total	(\$175,336.27)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$877,924.22	\$282,912.83	\$75,261.46	\$0.00	\$207,651.37	3,267

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF February 2, 2013 thru February 15, 2013

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$422,689.54.

- 1). Hidalgo County
- 2). Hidalgo County Head Start Program
- 3). Hidalgo County Appraisal District
- 4). Hidalgo County Community Service Agency
- 5). Hidalgo County Drainage District No.1
- 6). Hidalgo County Retirees
- 7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 02/02/2013 to 02/15/2013 is \$422,689.54.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of March 5, 2013.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vayner
Employee Benefits Director

[Signature]
Dept. of Budget & Management Budget Officer

Commissioner's Court Approval

2/25/13
Date

02/26/2013
Date

Date

AI-37357

7. B.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Flora Vazquez, HEALTH
BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured (2202)

Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of February 1-15, 2013 in the amount of \$52,621.95 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Organization

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/28/2013 10:43 AM
Olga Garza	Olga Garza	02/28/2013 03:25 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Flora Vazquez		Started On: 02/28/2013 09:24 AM
	Final Approval Date: 03/01/2013	

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

February 19, 2013

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 91041

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 52,621.95
2/1-2/15/13 (Check#513031-513139) are in accordance with our contract with Hidalgo County
Exhibit A, dated July 1st

TOTAL CURRENT CHARGES \$ 52,621.95

Previous Balance Due \$ 70,622.23

Payments and Credits

02/15/13 Payment received - thank you 70,622.23CR

Total Payments and Credits \$ 70,622.23CR

Total Balance Due \$ 52,621.95

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to
speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 2/1-2/15/13

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
Alternate Organization 1 Total:										1407.80
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total:										5310,664.29
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total:										15941,549.86
Grand Total:										21352,621.95

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: February 1-15, 2013

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)

TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of \$ 52,621.95

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 02/01-15/2013

(Check# 513031-513139)

1). Hidalgo County	\$	<u>41,549.86</u>	
2). Hidalgo County Headstart Program	\$	<u>10,664.29</u>	
3). Community Service Agency			
4). Drainage District #1	\$	<u>407.80</u>	\$ <u>52,621.95</u>

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of March 5, 2013

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:

\$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank

(estimate) \$ 97,378.05

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

- * All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
- * All fees to vendors are appropriate for the type of service provided.
- * All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- * All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- * The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Ilora Vazquez
Employee Benefits Director

02/28/2013
Date

[Signature]
Budget Officer

02/28/2013
Date

Commissioner's Court Approval

Date

AI-36783

8. A.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Request for Payment Application No. 2 in the amount of \$13,110.96 from Holchemont, LTD, awarded contractor for the "Construction Of New Constable Building Precinct No. 1 Offices" and as certified for payment by project architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24.

BACKGROUND

Payment process pursuant to additional information requested to be submitted.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 1336-421-00-220-042-0-720

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#680750 for Hochemont, balance as of 03/01/13: \$683,583.06

Attachments

PAY APP #2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2013 03:52 PM
Budget & Management	Obdett Calzada	03/01/2013 03:57 PM
Olga Garza	Olga Garza	03/01/2013 05:02 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Vangie Garcia		Started On: 02/04/2013 03:37 PM
	Final Approval Date: 03/01/2013	

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF 4 PAGES

TO OWNER:
COUNTY OF HIDALGO
2801 S BUS HWY 281
EDINBURG, TEXAS 78539
FROM CONTRACTOR:
HOLCHEMONT, LTD.
900 N. MAIN ST.
MCALLEN, TEXAS 78501-4327

PROJECT: HIDALGO CO PCT 1
NEW CONSTABLES' OFFICE
1900 Joe Stephens

VIA ARCHITECT:
Alcocer Garcia & Associa
1333 Jasmine
McAllen, TX 78501

APPLICATION NO: 002

PERIOD TO: Nov. 25, 2012

PROJECT NOS: 1207-PCT-19

CONTRACT DATE:

Distribution to:

X	OWNER
X	ARCHITECT
	CONTRACTOR

SUB-CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet. AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	724,000.00	-
2. Net change by Change Orders	\$	0.00	-
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	724,000.00	-
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	54,217.95	-
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E on G703)	\$	2,645.53	2,645.53
b. 5 % of Stored Material (Column F on G703)	\$	\$65.37	65.37
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	2,710.90	2,710.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	51,507.05	51,507.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	38,396.09	38,396.09
8. CURRENT PAYMENT DUE	\$	13,110.96	13,110.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	672,492.95	672,492.95

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.

GENERAL CONTRACTOR:

By: [Signature] Date: 18 FEB 2013
State of: TEXAS County of: HIDALGO
Subscribed and sworn to before me this 18 FEB 2013 day of
Notary Public:
My Commission expires [Signature]



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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\$ 13,110.96

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: AGA, INC.

By: George Aguirre Date: 2-19-13

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES					AIA DOCUMENT G703		PAGE 2 OF 2 PAGES		
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing						APPLICATION NO:		2	
Contractor's signed certification is attached.						APPLICATION DATE:		25-Nov-12	
In tabulations below, amounts are stated to the nearest dollar.						PERIOD TO:			
Use Column I on Contracts where variable retainage for line items may apply.						ARCHITECT'S PROJECT NO:		2012-028-05-09MSS	
A	B	C	D	E	F	G		H	I
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
NO.		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	(IF VARIABLE
			APPLICATION		STORED	AND STORED		(C - G)	RATE)
			(D ÷ E)		(NOT IN	TO DATE			
					D OR E)	(D+E+F)			
1	Architect Allowance	\$5,000.00					0.00%	\$5,000.00	\$0.00
2	Plumbing Allowance	\$2,800.00					0.00%	\$2,800.00	\$0.00
3	Insurance & PPBond	\$18,916.86	\$18,916.86			\$18,916.86	100.00%		\$945.84
4	GC Fee	\$44,157.00	\$4,415.70	\$2,207.85		\$6,623.55	15.00%	\$37,533.45	\$331.18
5	General Conditions	\$57,578.14	\$13,939.74	\$5,454.80		\$19,394.54	33.68%	\$38,183.60	\$969.73
6	Bld. Pad. - Excavation	\$1,500.00	\$1,500.00			\$1,500.00	100.00%		\$75.00
7	Bld. Pad - Fill	\$4,831.00		\$4,831.00		\$4,831.00	100.00%		\$241.55
8	Concrete Materials	\$11,620.00					0.00%	\$11,620.00	\$0.00
9	Concrete Rebar SOG	\$10,000.00					0.00%	\$10,000.00	\$0.00
10	Concrete Rebar Masonry	\$9,118.00					0.00%	\$9,118.00	\$0.00
11	Concrete Accessories	\$1,900.00					0.00%	\$1,900.00	\$0.00
12	Concrete Labor SOG	\$10,300.00					0.00%	\$10,300.00	\$0.00
13	Concrete Labor Flat Work	\$5,000.00					0.00%	\$5,000.00	\$0.00
14	Termite Treatment	\$571.00					0.00%	\$571.00	\$0.00
15	Masonry Materials	\$22,000.00					0.00%	\$22,000.00	\$0.00
16	Masonry Labor	\$22,600.00					0.00%	\$22,600.00	\$0.00
17	Structural Steel Erection	\$5,924.00					0.00%	\$5,924.00	\$0.00
18	Structural Steel Materials	\$11,590.00					0.00%	\$11,590.00	\$0.00
19	Structural Steel Joists & Deck	\$13,664.00					0.00%	\$13,664.00	\$0.00
20	Canopy Labor	\$2,500.00					0.00%	\$2,500.00	\$0.00
21	Canopy Materials	\$3,777.00					0.00%	\$3,777.00	\$0.00
22	Rough Carpentry Labor	\$3,500.00					0.00%	\$3,500.00	\$0.00
23	Rough Carpentry Materials	\$4,100.00					0.00%	\$4,100.00	\$0.00
24	Doors & HM Frames	\$9,900.00					0.00%	\$9,900.00	\$0.00
25	Door & HM Frame Labor	\$2,500.00					0.00%	\$2,500.00	\$0.00
26	Finish Hardware	\$10,967.00					0.00%	\$10,967.00	\$0.00
27	Finish Hardware Labor	\$3,000.00					0.00%	\$3,000.00	\$0.00
28	Overhead Doors Materials	\$3,500.00					0.00%	\$3,500.00	\$0.00
29	Overhead Doors Labor	\$1,167.00					0.00%	\$1,167.00	\$0.00
30	Glass & Glazing Materials	\$2,000.00					0.00%	\$2,000.00	\$0.00
31	Glass & Glazing Labor	\$1,656.00					0.00%	\$1,656.00	\$0.00

[illegible]

[illegible]

APPLICATION AND CERTIFICATION FOR PAYMENT
ROUTING AND SIGNATURE SHEET

A. General Information

Project Name: _____ Constable's Office Building, Precinct 1

General Contractor (GC): _____ Holchemont, Ltd.

Application For Payment No. _____ Two (02)

Date Submitted: _____ 2/18/13

B. Routing Instructions

1. GC will fill out Part A above; complete APPLICATION AND CERTIFICATE FOR PAYMENT, AIA DOCUMENT G702, sign and notarize Page 1; complete AIA DOCUMENT G703, CONTINUATION SHEET and attach any pertinent documents as necessary, deliver these Documents to the Construction Manager (CM).
2. CM will review and assign signature and date in Section C and will submit to Project Architect (PA). PA will review Application for Payment documents for approval. If approved, sign on Page 1 section ARCHITECT'S CERTIFICATE FOR PAYMENT and submit documents to the CM.
3. CM will submit documents to Precinct 1 County Commissioner for signature and date.
4. Once Precinct 1 Commissioner signs and dates Section C, these documents will be forwarded to Precinct 1 Constable for signature and date in Section C. After the Precinct 1 Constable has signed in Section C, these documents will be forwarded to Purchasing for routing to Facilities Management Department for signature and date.
5. Once all signatures above are processed, Purchasing will submit a completed copy to CM

C. Signatures


Construction Manager

2/20/13
Date


Precinct 1 Commissioner

Date


Precinct 1 Constable

02-20-13
Date


Acknowledge Receipt - Purchasing Dept.

02-25-13
Date

Facilities Management Dept.

Date

Prevailing Wage Rates Certification Statement

Date: 2/19/13

Project Name: Hidalgo County Precinct No. 1, Constable's Office Building

Contractor: Holchemont Contract #: C-11-201-11

Application for Payment #: Two (2)

I, Rene Salinas Cnst. Manager
(Name of Signatory Party) (Title)

1. That a payroll (form WH-347 or similar form) was submitted for contract work performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates stipulated in the contract.


Signature

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐ HOLCHEMONT, LTD.	ADDRESS 900 NORTH MAIN ST MCALLEN, TX 78501	OMB No.: 1235-0008 Expires: 01/31/2015
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PAYROLL NO. 7	FOR WEEK ENDING 11/02/2012	PROJECT AND LOCATION Hid Co. Pct. 1 New Constable Offices 1902 Joe Stephens, Weslaco, TX 78596	PROJECT OR CONTRACT NO. 2012-028-05-09-MSS
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
				29	30	31	1	2											
				HOURS WORKED EACH DAY															
MONTALVO, MICHAEL XXX-XX-	0	PROJECT MGR. SALARY	O																
			S		1.00	1.00	1.00	1.00	1.00		5.00								
GONZALEZ, BERNARDO XXX-XX-	0	Superintendent	O									\$165.00						\$165.00	
			S		1.00	1.00	1.00	1.00	1.00		5.00								33.00
Guerra, Rinaldo	0	Field Supervisor	O									\$288.75						\$288.75	
			S		3.00	3.00	3.00	3.00	3.00		15.00								19.25
			O																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 11/02/2012

I, Lori A. Hernandez Office Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

HOLCHEMONT, LTD.

(Contractor or Subcontractor)

on the

Hid Co Pct. 1 New Constable Offices

(Building or Work)

; that during the payroll period commencing on the

29 day of October, 2012, and ending the 2 day of November, 2012,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

HOLCHEMONT, LTD.

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

n/a

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
n/a	

REMARKS:

no remarks

NAME AND TITLE

Lori A. Hernandez, Office Manager

SIGNATURE

Lori A. Hernandez

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See instructions at www.dol.gov/whd/forms/wh347Instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐ HOLCHEMONT, LTD.	ADDRESS 900 NORTH MAIN ST MCALLEN, TX 78501	OMB No.: 1235-0008 Expires: 01/31/2015
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PAYROLL NO. 8	FOR WEEK ENDING 11/09/2012	PROJECT AND LOCATION Hid Co. Pct. 1 New Constable Offices 1902 Joe Stephens, Weslaco, TX 78596	PROJECT OR CONTRACT NO. 2012-028-05-09-MSS
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT, OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX			OTHER		TOTAL DEDUCTIONS
				5	6	7	8	9												
MONTALVO, MICHAEL XXX-XX-	0	PROJECT MGR. SALARY	O																	
			S		1.00	1.00	1.00	1.00	1.00		5.00									
GONZALEZ, BERNARDO XXX-XX-	0	Superintendent	O									\$165.00					\$165.00			
			S		1.00	1.00	1.00	1.00	1.00		5.00							33.00		
Guerra, Rinaldo	0	Field Supervisor	O									\$288.75					\$288.75			
			S		3.00	3.00	3.00	3.00	3.00		15.00							19.25		
			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 11/09/2012

I, Lori A. Hernandez Office Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

HOLCHEMONT, LTD.

(Contractor or Subcontractor)

on the

Hid Co Pct. 1 New Constable Offices

(Building or Work)

; that during the payroll period commencing on the

5 day of November, 2012, and ending the 9 day of November, 2012,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

HOLCHEMONT, LTD.

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

n/a

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



— In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
n/a	

REMARKS:

no remarks

NAME AND TITLE

Lori A. Hernandez, Office Manager

SIGNATURE

Lori A. Hernandez

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 238 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347Instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐ HOLCHEMONT, LTD.	ADDRESS 900 NORTH MAIN ST MCALLEN, TX 78501	OMB No.: 1235-0008 Expires: 01/31/2015
--	---	---

PAYROLL NO. 9	FOR WEEK ENDING 11/16/2012	PROJECT AND LOCATION Hid Co. Pct. 1 New Constable Offices 1902 Joe Stephens, Weslaco, TX 78596	PROJECT OR CONTRACT NO. 2012-028-05-09-MSS
---	--	--	--

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX			OTHER		TOTAL DEDUCTIONS
				12	13	14	15	16												
				HOURS WORKED EACH DAY																
MONTALVO, MICHAEL XXX-XX-	0	PROJECT MGR. SALARY	O																	
			S	1.00	1.00	1.00	1.00	1.00		5.00										
GONZALEZ, BERNARDO XXX-XX-	0	Superintendent	O									\$165.00					\$165.00			
			S	1.00	1.00	1.00	1.00	1.00		5.00	33.00									
Guerra, Rinaldo	0	Field Supervisor	O									\$385.00					\$385.00			
			S	4.00	4.00	4.00	4.00	4.00		20.00	19.25									
			O																	
			S																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 11/16/2012

I, Lori A. Hernandez Office Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

HOLCHEMONT, LTD.

(Contractor or Subcontractor)

on the

Hid Co Pct. 1 New Constable Offices

(Building or Work)

; that during the payroll period commencing on the

12 day of November, 2012, and ending the 16 day of November, 2012,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

HOLCHEMONT, LTD.

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

n/a

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



— In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
n/a	

REMARKS:

no remarks

NAME AND TITLE

Lori A. Hernandez, Office Manager

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347Instr.htm)



U.S. Wage and Hour Division

Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐ HOLCHEMONT, LTD.	ADDRESS 900 NORTH MAIN ST MCALLEN, TX 78501	OMB No.: 1235-0008 Expires: 01/31/2015
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PAYROLL NO. 10	FOR WEEK ENDING 11/23/2012	PROJECT AND LOCATION Hid Co. Pct. 1 New Constable Offices 1902 Joe Stephens, Weslaco, TX 78596	PROJECT OR CONTRACT NO. 2012-028-05-09-MSS
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX			OTHER		TOTAL DEDUCTIONS
				19	20	21	22	23												
				HOURS WORKED EACH DAY																
MONTALVO, MICHAEL XXX-XX-	0	PROJECT MGR. SALARY	O																	
			S		1.00	1.00	1.00	0.00	0.00	3.00										
GONZALEZ, BERNARDO XXX-XX-	0	Superintendent	O									\$99.00					\$99.00			
			S		1.00	1.00	1.00	0.00	0.00	3.00	33.00									
Guerra, Rinaldo	0	Field Supervisor	O									\$231.00					\$231.00			
			S		4.00	4.00	4.00	0.00	0.00	12.00	19.25									
			O																	
			S																	
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			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 11/23/2012

I, Lori A. Hernandez Office Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

HOLCHEMONT, LTD.

(Contractor or Subcontractor)

on the

Hid Co Pct. 1 New Constable Offices

(Building or Work)

; that during the payroll period commencing on the

19 day of November, 2012, and ending the 23 day of November, 2012,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

HOLCHEMONT, LTD.

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

n/a

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
n/a	

REMARKS:

no remarks

NAME AND TITLE

Lori A. Hernandez, Office Manager

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project No. 2012-028-05-09-MSS

GC Project No. 1207-PCT-19

On receipt by the signer of this document of a check from County of Hidalgo, (maker of the check) in the sum of \$ 13,110.96 payable to Holchemont, Ltd. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of County of Hidalgo (Owner) located at 1902 Joe Stephens, Weslaco, TX 78596. (location) to the following extent: construction of Hidalgo County Precinct 1 New Constable Offices.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to County of Hidalgo (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to the promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: February 21, 2013

Holchemont, Ltd.
(Company name)

[Signature]
Signature

Manager
Title

SUBSCRIBED AND SWORN TO BEFORE ME this the 21st day of February, 2013



[Signature]
NOTARY PUBLIC, in and for the ~~State of Texas~~

My Commission Expires: January 18, 2016

Contractor's Certification for Payment Application 2

Project No. 2012-028-05-09-MSS

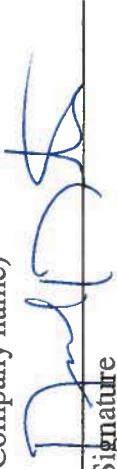
PO# 680750

GC Project No. 1207-PCT-19

There are no known mechanics', material man's or laborer's 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', material man's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

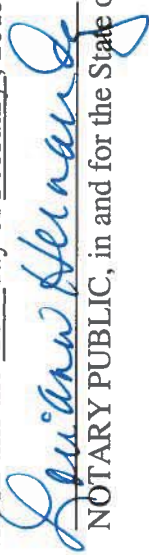
Date: February 18, 2013

Holchemont, Ltd.
(Company name)


Signature

Manager
Title

SUBSCRIBED AND SWORN TO BEFORE ME this the 18th day of February, 2013


NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: January 18, 2016

CONDITIONAL WAIVER AND RELEASE UPON Partial PAYMENT 1207-PCT-19

Metro Electric Co., Inc. (Subcontractor/Vendor) pursuant to an agreement with Holchemont, Ltd. "Contractor") supplied labor, materials, services, and/or equipment for the construction of a project (hereinafter Project") known as Hidalgo County Pct 1 New Constable Offices, Weslaco, TX. Upon receipt by the undersigned of a check from Holchemont, Ltd. in the sum of One Thousand Five Hundred Sixty Two Dollars and 40/100 (\$1,562.40), and when the check has been properly endorsed and paid by the Bank upon which it is drawn, this document shall become effective to release and discharge jointly and severally, Holchemont, Ltd., as the General Contractor of the Project, County of Hidalgo, as the Owner of the Project, of and from any and all costs, expenses (including attorney's fees), claims, demands, liens, and/or causes of action of any kind whatsoever, certain or uncertain, known or unknown through Oct 25, 2012.

Subcontractor/Vendor warrants and represents that all of its subcontractors, suppliers, laborers, and lessors of construction equipment, which have supplied labor, equipment, services and/or materials to Supplier/Vendor in connection with the Project, have been and/or will be paid in full. Further, Subcontractor/Vendor agrees to indemnify the Released Parties and hold them harmless from any and all claims, costs, liability, demands, and/or causes of action which any of the Released Parties may incur as a result of Subcontractor's/Vendor's failure to pay any such subcontractors, suppliers, laborers, and/or lessors. Subcontractor/Vendor shall remain liable for, and the Released Parties do not assume, any warranty, product liability, or other obligation relating to labor or materials supplied by Subcontractor/Vendor to the Project.

Subcontractor/Vendor shall promptly release, or cause to be released, any liens or encumbrances it may have filed or claimed against the Project.

EXECUTED this the 13 day of Feb., 2013.

Metro Electric Co., Inc.

[Signature]
Signature of Authorized Person
Jordan Anderson - Accounting Manager
Printed Name and Title

State of: Texas §
County of: Hidalgo §

Feb This instrument was acknowledged and sworn to and subscribed before me on this the 13 day of Feb, 2013, by Jordan Anderson, as (title) Accounting Manager for Metro Electric Co., Inc., a Texas company.



Printed or typed name of Notary: Irene Sanchez

My Commission Expires: 05-28-16

All Sites Construction (Subcontractor/Vendor) pursuant to an agreement with Holchemont, Ltd. "Contractor") supplied labor, materials, services, and/or equipment for the construction of a project (hereinafter Project") known as Hidalgo County Pct 1 New Constable Offices, Weslaco, TX. Upon receipt by the undersigned of a check from Holchemont, Ltd. in the sum of One Thousand Four Hundred Twenty Five Dollars and 00/100 (\$1,425.00), and when the check has been properly endorsed and paid by the Bank upon which it is drawn, this document shall become effective to release and discharge jointly and severally, Holchemont, Ltd. as the General Contractor of the Project, County of Hidalgo, as the Owner of the Project, of and from any and all costs, expenses (including attorney's fees), claims, demands, liens, and/or causes of action of any kind whatsoever, certain or uncertain, known or unknown through Oct 25, 2012.

Subcontractor/Vendor warrants and represents that all of its subcontractors, suppliers, laborers, and lessors of construction equipment, which have supplied labor, equipment, services and/or materials to Supplier/Vendor in connection with the Project, have been and/or will be paid in full. Further, Subcontractor/Vendor agrees to indemnify the Released Parties and hold them harmless from any and all claims, costs, liability, demands, and/or causes of action which any of the Released Parties may incur as a result of Subcontractor's/Vendor's failure to pay any such subcontractors, suppliers, laborers, and/or lessors. Subcontractor/Vendor shall remain liable for, and the Released Parties do not assume, any warranty, product liability, or other obligation relating to labor or materials supplied by Subcontractor/Vendor to the Project.

Subcontractor/Vendor shall promptly release, or cause to be released, any liens or encumbrances it may have filed or claimed against the Project.

EXECUTED this the 16th day of January, 2013.

All Sites Construction

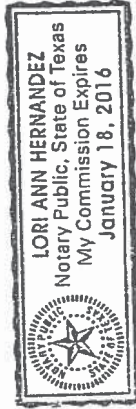
 Signature of Authorized Person

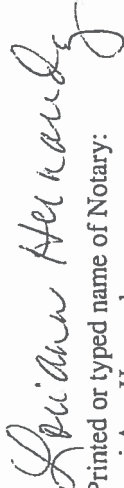
Mel Ortiz Sr., Project Manager
 Printed Name and Title

State of: Texas §
 County of: Hidalgo §

This instrument was acknowledged and sworn to and subscribed before me on this the 16th day of January, 2013, by Mel Ortiz, Sr., as (title) Project Manager for All Sites Construction, a Texas company.

Notary Public – State of TEXAS




 Printed or typed name of Notary:
 Lori Ann Hernandez

My Commission Expires: Jan. 18, 2016

AI-37369

8. B.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Comm. Tito Palacios

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

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 2 (with an estimated cost of \$7,099.90) as submitted by Raba Kistner Consultants, Inc. for Minnesota Rd. West Project, through Contract #C-12-212-09-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-084-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req#232433

Attachments

Work Authorization No.2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2013 04:35 PM
Budget & Management	Merlen P. Munoz	03/01/2013 04:36 PM
Roland Garcia	Rolando Garcia	03/01/2013 04:49 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Katia Garcia		Started On: 02/28/2013 02:06 PM
	Final Approval Date: 03/01/2013	

Proposal No.: PMD13-033-00 EXHIBIT "D"
February 28, 2013

**Raba Kistner
Consultants, Inc.**
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

Mr. Agapito Vargas, Executive Director
Hidalgo County Border Colonial Access Program
301 East State Street
Pharr, Texas 78577

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

**RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. No. 2 – Minnesota Road West Drainage and Road Improvements
Pharr, Hidalgo County, Texas**

Dear Mr. Vargas:

Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **\$7,099.90**.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project drawing received via electronic-mail transmittal from Mr. Agapito Vargas, Executive Director with Hidalgo County Border Colonia Access Program, on Thursday, February 21, 2013, and are without the aide of the general contractor's schedule. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI**.



We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.



Dennis C. Charkow
Supervisor, CME

DCC/rs

Attachments: Basic Charges

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date _____

Copies submitted: Above (1)

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip) _____ 1.00 /hour(s)

Vehicle Trip Charge _____ \$ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 2 hours billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. RKCI will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. RKCI will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by RKCI for the project.
8. RKCI will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. No. 2 – Minnesota Road West Drainage and Road Improvements
Pharr, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	\$214.75	each	3	\$644.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$78.25	each	3	\$234.75
3. Sieve Analysis -200	\$53.00	each	2	\$106.00
4. Sieve Analysis - Flexible Base Material	\$53.00	each	1	\$53.00
5. Technician Time Sampling	\$46.00	hour	6	\$276.00
6. Lime Series Cuve Determination Including Five pH Determinations	\$385.00	each	1	\$385.00
7. Field Density Test - Roadway (Assume 1 Desnity / 200 In.ft. Roadway. S-G/F-B)	\$19.75	each	22	\$434.50
8. Technician Time - Density Testing - Roadway	\$46.00	hour	20	\$920.00
9. Utility Backfill Field Density Test	\$19.75	each	9	\$177.75
10. Technician Time - Density Testing - Utility Backfill	\$46.00	hour	12	\$552.00
11. Vehicle Travel Charge	\$45.00	trip	18	\$810.00
Subtotal				\$4,593.25
Asphalt:				
1. Asphaltic Concrete Laydown Observation	\$55.00	hour	8	\$440.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$265.00	each	2	\$530.00
3. Maximum Theoretical Specific Gravity of Asphalt	\$97.00	each	2	\$194.00
4. Asphaltic Concrete Coring: (Assume 5 Cores)				
a.) Two Men	\$94.50	hour	2	\$189.00
b.) Coring Rig	\$105.75	day	1	\$105.75
c.) Generator	\$89.25	day	1	\$89.25
d.) Bit Wear - Quartz Aggregate (River Gravel)	\$4.95	in.-in.	36	\$178.20
5. Vehicle Travel Charge	\$45.00	trip	3	\$135.00
Subtotal				\$1,861.20
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$645.45
Subtotal				\$645.45
GRAND TOTAL				\$7,099.90



PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: **Company Name:** _____

Address: _____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

HIDALGO COUNTY
Professional Construction Material Testing laboratory Services
Agreement # C-12-212-09-11.
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the "**Owner**," and, RABA KISTNER Consultants, Inc. Professional Laboratories of McAllen, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the Minnesota Road West Drainage and Road Improvements – Pharr, Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is \$7,099.90. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No.

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

WA 2

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No 2.

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2**

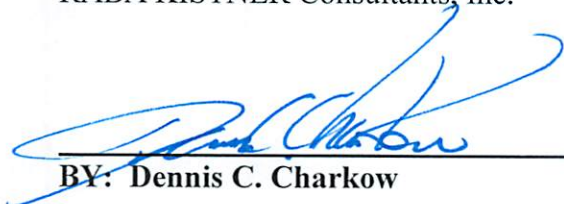
BY: _____

PART 8 ACCEPTANCES AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE LABORATORY:

RABA KISTNER Consultants, Inc.


BY: Dennis C. Charkow

**THE OWNER:
HIDALGO COUNTY**

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

AI-37249

8. C.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Martha L. Salazar

Submitted By: Vangie Garcia, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval (on a request through Sheriff's Office) for the continuation of the Polygraph Equipment Software and Instrumentation Software and Maintenance Services for the Polygraph Equipment as procured back in January of 2009 with Limestone Technologies Inc. to include through the processing of requisition #229418 into a purchase order in the amount of \$1,100.00 for the purchase of three years of services (with no signed documents required by the vendor) including the purchase of any future hardware, software maintenance, technical support/updates/upgrades/licenses and any other pertinent related services through the life term of the equipment in place and thus avoid any work stoppage.

BACKGROUND

Sheriff's Office utilizes the polygraph equipment on a regular basis as part of hiring process.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-336

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 229418 as of 3-1-13 \$1,100.00 for Limestone Technologies Inc.

NIGP COMMODITY CODE: 680-68-Polygraph Equipment and Supplies.

Attachments

LIMESTONE DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2013 04:06 PM
Budget & Management	Obdett Calzada	03/01/2013 04:16 PM
Manuel Chapa	Manuel Chapa	03/01/2013 04:46 PM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Vangie Garcia		Started On: 02/22/2013 03:44 PM
	Final Approval Date: 03/01/2013	

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00229418

PO #

Date: 01/15/13

Bill To: x
x

Vendor : 366889
LIMESTONE TECHNOLOGIES, INC.
P.O. BOX 267
ODESSA, ONTARIO CANADA K0H2H0
FAX (703) 683-4294

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	SOFTWARE MAINTENANCE AGREEMENT RENEWAL FOR POLYGRAPH INSTRUMENT DO NOT DUPLICATE ORDER LT-SMA-03- 3 YEAR TOTAL CARE SOFTWARE MAINTENANCE AGREEMENT Account No 3-1100-421-00-280-001-0-336 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	1,100.00 <u>Encumbrance</u> 1,100.00 Freight Total	1,100.00 1.00 1,100.00

6/6/77
50/8/11

Authorized By: _____

Aug 22 9418



P.O. Box 267
106 Main Street
Odessa, On K0H 2H0, Canada
Fed Business Number 89922 4729

Estimate

Date	Estimate #
02/01/2013	1889

Name / Address		Terms	Due Date	Subtotal	
Hidalgo County Sheriff's Office 711 El Cibolo Rd Edinburg, TX 78539 USA		Net 30	02/01/2013		
Item	Description	Qty	Rate	Total	
3 Year Maintenance Agreem...	LT-SMA-03 - 3 year total care software maintenance agreement -All new releases of Polygraph Professional Suite software -User id and password access to our server for quarterly software updates -Continued immediate replacement coverage for DataPac_USB instrument	1	1,100.00	1,100.00	
		GST		0.00	
		PST		0.00	
		Total		US\$1,100.00	

Phone #	Fax #	E-mail	Web Site
613 634 2594	613 634 4098	sales@limestonetechnology.com	www.limestonetechnology.com



106 Main St., Odessa, ON Canada K0H 2H0

T: 613.634.2594 • TF: 866.765.9770
F: 613.757.9007 • limestonetech.com

Credibility Assessment | Sex Offender Management | Biofeedback Instrumentation | Customized Solutions

11-Jan-13

This letter certifies that Polygraph Professional Suite™ and accessories are only available from:

Limestone Technologies Inc.
106 Main Street Suite A
Odessa, ON
K0H 2H0
Canada.

Limestone's Polygraph software and instrumentation is only offered by Limestone Technologies Inc.

If you have any questions please give us a call. Our office hours are 9:00am to 5:00pm EST, Monday through Friday. Toll free 866.765.9770 ext 206

A handwritten signature in black ink, appearing to read 'J. Brown'.

James S. Brown | President
Limestone Technologies Inc. | Office: 613.634.2594 ext 201
Toll Free: 866.765.9770 | Email: brownjs@limestonetech.com |
www.limestonetech.com



106 Main St., Odessa, OH Canada K0H 2H0
T: 613.634.2594 TF: 866.765.9770
F: 613.767.9007 limestonetech.com
Credibility Assessment | Sex Offender Management | Biofeedback Instrumentation | Customized Solutions

February 7, 2013

Polygraph Professional Suite Software Maintenance Agreement Renewal

Hidalgo County Sheriff's Office
DataPac_USB Serial Number: L04919
Polygraph Professional Suite Solution purchased January 30, 2009
Invoice# 2103
PO# 616677

Three Year Software Maintenance Agreement (LT-SMA-03) \$1,100.00
Limestone Technologies Estimate #1889

The Polygraph Professional Suite Software Maintenance Agreement provides the following coverage, commencing the day the agreement is purchased and expiring three years later.

- Continued overnight replacement support for polygraph instrumentation, Datapac_USB L04919
- All new releases of the Polygraph Professional Suite software
- User id and password access to our secure server for quarterly software updates

Megan Brown
Sales Representative
Limestone Technologies Inc.
613.634.2594
866.765.9770 ext. 206
mbrown@limestonetech.com



**NIGP Search**[Keyword Search](#)[Code Search](#)[Drill Down Search](#)[Category](#)
[Class](#)[Customer Contracts](#)**Admin Maintenance**[View Your Agency's](#)
[Information](#)[Maintain Your Agency's](#)
[Users](#)**Downloads**[Download the NIGP](#)
[Code](#)**Navigation**[Home](#)[Help](#)[Log Out](#)**Keyword Search****Customer Info****Customer Name:** Hidalgo, County of - TX**Contract ID:** All contracts**Search Depth Criteria**

- ☒ Normal (7-Digit Level)
- ☐ Thorough (11-Digit Level)
-
- ☒ Search ALL keywords
- ☐ Search ANY keywords

Keyword(s): polygraph equipment

Perform Search

Legend

Code Level	Class	Class-Item	Group	Detail
Example	XXX	XXX-XX	XXX-XX-XX	XXX-XX-XX-XXX-X

Code	Description	UOM
680	POLICE AND PRISON EQUIPMENT AND SUPPLIES	N/A
680-68	Polygraph Equipment and Supplies	N/A
680-68-15	PARTS AND ACCESSORIES, POLYGRAPH EQUIPMENT	N/A

© 2002 NIGP Code - All Rights Reserved

AI-36897

8. D.

CC CONSENT

Meeting Date: 03/05/2013

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment for the following invoices:

Invoice #	Date	Amount
M170054	01/31/13	\$1,002.00
M168222	11/30/12	\$6,696.25
M169002	12/20/12	\$1,503.00

as submitted by **HALFF ASSOCIATES, INC.**, in connecton to contract #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4"--**PROJECT: Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse, under (WA#1 - PO# 681398)**

BACKGROUND

Inv# M170054-Halff Associates Inc (C-11-291-01-24) (WA#1)

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1342-419-40-220-048-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 3/1/13

Attachments

Inv# M170054-Halff Assoct(Modulars)

WA#1-Halff Assoc(Modulars)

Form Review

Inbox
Purchasing Department
Budget & Management
Olga Garza
Auditor's Office

Reviewed By
Marty Salazar
Obdett Calzada
Olga Garza
Angela Garcia

Date
03/01/2013 03:52 PM
03/01/2013 04:09 PM
03/01/2013 05:04 PM
03/01/2013 05:20 PM
Started On: 02/07/2013 05:03 PM

Form Started By: Letty Saenz

Final Approval Date: 03/01/2013

INVOICE HALFF

ENGINEERS - ARCHITECTS - SCIENTISTS - PLANNERS - SURVEYORS

REMITTANCE ADDRESS:

P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo County Commissioner's Court
Facilities Management Dept.
P.O.Box 1356
Edinburg, TX. 78540

Attention: Mr. Richard Sunday

Invoice Date : 01/31/2013
Invoice # : M170054
Project : 29024
Invoice Group : 01
Client Code : HIDAL5

Project Name : Hidalgo County\2012 Various WA

For Professional Services Rendered through: 1/20/2013

Re: Engineering Services
Edinburg, TX

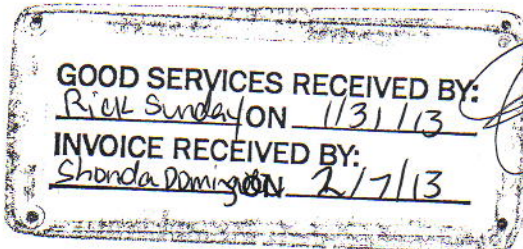
Project Name: 3 Modular Buildings Annex Structure
Contract Number: C-11-291-01-24
Work Authorization #01
Purchase Order #681398

** Please contact Maribel Martinez (956-664-0286)
with any questions regarding this invoice.

Phase / Task / Name	Fee	Previous Amount	% Complete	Current Amount	Total Fee Earned
WA01 -- 3 Modular Buildings Annex Structure					
CM01 -- B1 - Bid Phase Services	1,620.00	1,620.00	100.00	0.00	1,620.00
CM02 -- C1 - Construction Phase Services	10,020.00	8,016.00	90.00	1,002.00	9,018.00
CS01 -- A8 - Proj Specifications & Bid Doc.	1,360.00	1,360.00	100.00	0.00	1,360.00
DE01 -- A4- Electrical Engineering	9,040.00	9,040.00	100.00	0.00	9,040.00
DM01 -- A3 - Mechanical \Plumbing	2,560.00	2,560.00	100.00	0.00	2,560.00
DZ01 -- A2 - Civil Engineering	9,060.00	9,060.00	100.00	0.00	9,060.00
SD01 -- A1 - Survey for Design	1,040.00	1,040.00	100.00	0.00	1,040.00
SUB1 -- A5 - ADA Compliance \Coordination	2,725.00	681.25	25.00	0.00	681.25
SUB2 -- A6 - Geotechnical Report-RABA	6,200.00	6,200.00	100.00	0.00	6,200.00
SUB3 -- A7 - Architectural \Dannenbaum	12,000.00	12,000.00	100.00	0.00	12,000.00
Phase WA01 Subtotal	55,625.00	51,577.25	94.52	1,002.00	52,579.25
Totals:	55,625.00	51,577.25	94.52	1,002.00	52,579.25

Total Fee Earned To Date 52,579.25
Less Previous Billings 51,577.25

Amount Due this Invoice 1,002.00



(214) 346-6200

TERMS: DUE UPON RECEIPT

ORIGINAL

(214) 739-0108 Fax

Acct # 2134241940220-0480720
\$ 1,002.00 PO# 681398

2/7/2013
Rick Sunday



Purchase Order COUNTY OF HIDALGO

PO#: 681398

DATE: 09/20/12

Page No 1 Of 1
Needed 09-04-12

VENDOR: 221562

REQ:00222314

Email:

Phone:

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HIGHWAY, SUITE 100
MCALLEN TX 78503

BUYER:

SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: FACILITIES MANAGEMENT
Contract No: C-11-291-01-24

Special Instructions:

REQ# 793

VENDOR NOTES

- DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
- TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
- THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPLY ALL SHIPPING COSTS.
- INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED.
- PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER APPROVED THRU C.C. ON 09/11/2012 C-11-291-01-24 EXP 01/23/2013 CC MODULAR BUILDINGS BEING SUPPLIED BY RAMTECH THROUGH CONTRACT #335-10 PROJECT #2012-204-OGG REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	55,625.00	55,625.00
Total				55,625.00
***** For Hidalgo County use only 2-1342-419-40-220-048-0-720 55,625.00 Approved _____				

Authorized by:

Martha L. Salazar

HIDALGO COUNTY

Professional Engineering Services

Contract # C-11-291-01-24

Work Authorization Form

CORRECTED WORK AUTHORIZATION No. 01

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, **HALFF ASSOCIATES, INC.**, professional engineers of **McAllen, TEXAS**, hereinafter called the "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse.

The scope of services to be provided by the Owner is identified in ***EXHIBIT "A" - Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the Engineer is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$55,625.00 This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 2-1342-419-40-220-048-0-720.

Requisition Number 222314 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct #4, Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this Work Authorization.

HIDALGO COUNTY PRECINCT # 4

HIDALGO COUNTY

By: _____
Joseph Palacios, Commissioner

By: _____
Valde Guerra, Executive Officer (P.O.C.)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 9/11/12 as indicated below and effective as of 11th day of September 2012.

THE ENGINEER:
HALFF ASSOCIATES, INC.

THE OWNER:
HIDALGO COUNTY

By: _____
Menton J. Murray, III, PE, LEED AP

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:
By: _____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 9/11/12 RO

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner ATTACHMENT "C" - Work Schedule
ATTACHMENT "B" - Services to be Provided by the Engineer ATTACHMENT "D" - Cost Proposal



Tuesday, September 04, 2012

Leticia Saenz
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539

Ref: Rates on Fee Schedule spreadsheet "Installation Infrastructure Engineering, Drawings & Specification for the Addition of Annex Structures"

Please let this letter serve as confirmation of the Rates used on the Fee Schedule submitted as Halff Associates' Best and Final Offer for the project listed above. The Rates are different from "Exhibit D Engineers' Contract Rate" of our Contract #C11-291-01-24 with the County.

Should you have any questions please feel free to contact Mr. Trey Murray myself.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Dearmin", is written over the word "Sincerely,".

Tom Dearmin, PE, LEED AP

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting.
 - (b) Approve date and location of the meeting.
 - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
 - (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
 - (10) Review and approve the Project design criteria.
 - (11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

Services to be provided by the Engineer

- **Halff Associates** is pleased to submit this task order proposal under our existing Professional Services Agreement (C-11-291-01-24) with Hidalgo County for Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse. Specifically, this proposal is for the A/E design services necessary to produce construction documents for (#1) Design infrastructure for three (3) modular buildings being supplied by Ramtech through contract #335-10 Project #2012-204-0GG and (#2) Provide design for revised parking lots with fencing. As such, we understand the following scope of work:

SCOPE OF SERVICES

Data Acquisition/Design Phase Services:

1. Drafting of Existing conditions for use as Backgrounds.
2. Site Visits for Design (2 visits).
3. Plan Meetings for Design (2 visits).
4. Civil Engineering.
5. Deck and ADA Ramp Design.
6. Parking and Sidewalk Design.
7. Electrical Service from AEP.
8. Verify New Loads.
9. Size Electrical Services and Feeders.
10. Plumbing Services.
11. 95% Review Meeting.
12. Specifications.
13. Issue Sealed Drawings.

Bid Phase Services:

1. Printing coordination.
2. Pre-Bid Meeting.
3. Response to RFI's.
4. Bid Evaluation Assistance.
5. Attendance of Board Meeting for Project Award (1 Meeting).

Construction Phase Services:

1. Submittal Review.
2. Response to RFI's.
3. Pre-Construction Meeting (1 Visit)
4. Site Observation Visits and Reports (3 Visits).
5. Attendance of Board Meeting (2 Meetings).

EXHIBIT "C"
Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Notice to Proceed (A/E)	1 day	Wed 9/12/12	Wed 9/12/12		HCPD
2	Site Survey	2 days	Thu 9/13/12	Fri 9/14/12	1	Half - Garcia
3	Civil Engineering	7 days	Mon 9/17/12	Tue 9/25/12	2	Half - Seenz
4	Parking and Walkways	7 days	Mon 9/17/12	Tue 9/25/12		
5	Drainage	5 days	Mon 9/17/12	Fri 9/21/12		
6	Electrical Engineering	4 days	Wed 9/12/12	Mon 9/17/12		Half - Desmin
7	AEP Coordination	3 days	Thu 9/13/12	Mon 9/17/12		
8	Load Calcs	3 days	Wed 9/12/12	Fri 9/14/12		
9	Feeders	3 days	Thu 9/13/12	Mon 9/17/12		
10	Plumbing Engineering	3 days	Fri 9/14/12	Tue 9/18/12		Half - Murray
11	HVAC Engineering	3 days	Thu 9/13/12	Mon 9/17/12		Half - Murray
12	ADA Review	5 days	Mon 9/24/12	Fri 9/28/12		Covacevich
13	Issue plans to JOC	1 day	Tue 9/25/12	Tue 9/25/12		Half
14	JOC Pricing	5 days	Wed 9/26/12	Tue 10/2/12	13	CAS
15	JOC Negotiations	3 days	Wed 10/3/12	Fri 10/5/12	14	CAS/Half/HCPD
16	JOC NTP	1 day	Mon 10/8/12	Mon 10/8/12	15	HCPD
17	Construction	25 days	Tue 10/9/12	Mon 11/12/12	16	CAS
18	Substantial Completion	1 day	Tue 11/13/12	Tue 11/13/12	17	CAS/Half
19	Final Completion	15 days	Wed 11/14/12	Tue 12/4/12	18	CAS/Half

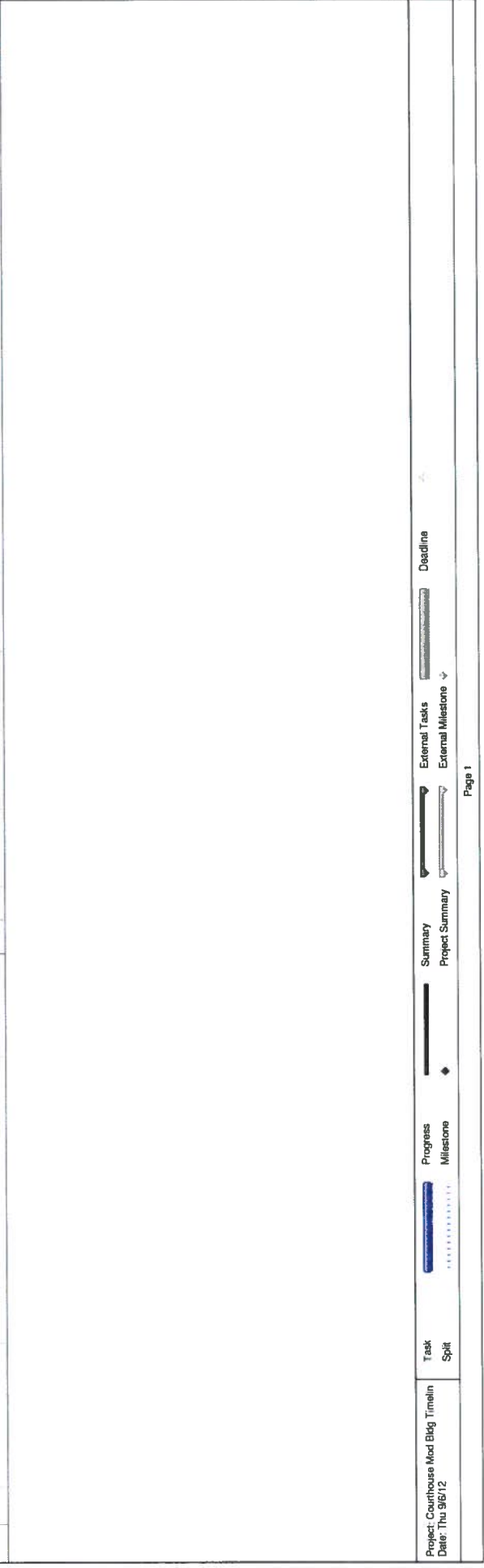


EXHIBIT "D"
COST PROPOSAL

Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse.

Various Design Services Modular Building Additions Hidalgo County Courthouse

Professional Fee:

Survey for Design (with Topo)	\$ 1,040
Civil Engineering	\$ 9,060
Mechanical/Plumbing Engineering:	\$ 2,560
Electrical Engineering	\$ 9,040
ADA Compliance (Sub Consultant)	\$ 1,525
ADA Coordination	\$ 1,200
Geotechnical Report (Sub Consultant)	\$ 5,000
Geotechnical Coordination	\$ 1,200
Architectural (Sub Consultant-Dannabaum)	\$ 12,000
Project Specifications and Bid Documents	\$ 1,360
Bid Phase Service	\$ 1,620
Construction Phase Service	\$10,020
Total Fee (as listed):	\$55,625

Exclusions:

1. Telecommunications design (Design included rough-in only).
2. Reproduction costs.

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier.

Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse.

			Project Manager	PE/Reg. Arch./RPLS	EIT/STP/ Arch.	Designer	Const. Admin	CAD Tech	Clerical	Survey Crew (2)	Sub-Consultant	TOTAL (HOURS)	TOTAL (\$)
		Contracted Rate	\$150	\$120	\$90	\$60	\$75	\$50	\$50	\$130			
Task #	Task / Scope												
A1	Survey for Design									8		8	\$1,040
A2	Civil Engineering		14	45		24						84	\$9,060
A3	Mechanical/Plumbing		4	4		8		8	12			36	\$2,560
A4	Electrical Engineering		32	16		22		16	4			90	\$9,040
A5	ADA Compliance \Coordination		8								\$1,525	8	\$2,725
A6	GEOTECHNICAL Report \Coordination		8								\$5,000	8	\$6,200
A7	Architectural										\$12,000	0	\$12,000
A8	Project Specs and Bid Docs			8					8			16	\$1,360
	Design Phase Sub-Total (Hours)		66	74	0	54	0	24	24	8		250	
	Design Phase Sub-Total (\$)		\$9,900	\$8,880	\$0	\$3,240	\$0	\$1,200	\$1,200	\$1,040	\$18,525		\$43,985
B1	Bid Phase Services		6	6								12	\$1,620
	Bid Phase Sub-Total (Hours)		6	6	0	0	0	0	0	0		12	
	Bid Phase Sub-Total (\$)		\$900	\$720	\$0	\$0	\$0	\$0	\$0	\$0			\$1,620
C1	Construction Phase Services		24	24	6	0	24	0	24	0		102	
	Construction Phase Sub-Total (Hours)		24	24	6	0	24	0	24	0		102	
	Construction Phase Sub-Total (\$)		\$3,600	\$2,880	\$540	\$0	\$1,800	\$0	\$1,200	\$0			\$10,020
	TOTAL HOURS (PRIME CONSULTANT)		96	104	6	54	24	24	48	8		364	
	Contracted Rate		\$150	\$120	\$90	\$60	\$75	\$50	\$50	\$130			
	TOTAL LABOR COSTS		\$14,400	\$12,480	\$540	\$3,240	\$1,800	\$1,200	\$2,400	\$1,040			
	TOTAL LABOR BILLS EXPENSES									\$18,525			\$55,625

Friday, August 31, 2012

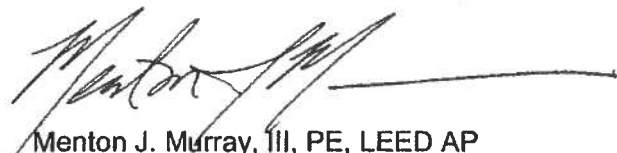
Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01-Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse.

Per our Contract C-11-291-01-24, Article 14, Halff Associates request approval to subcontract Architectural design work with Dannenbaum, Inc. Architectural work shall include stairs, ramps, decks, and canopies necessary for access to modular buildings.

A copy of Dannenbaum, Inc. proposal is attached. Halff Associates and Dannenbaum, Inc., shall adhere to Article 14 as stated in the contract. Should you need any additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,



Menton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager



Dearmin, Tom

From: Steve McGarraugh <Steve.McGarraugh@dannenbaum.com>
Sent: Friday, August 31, 2012 3:01 PM
To: Dearmin, Tom
Subject: Architectural Services for Court House project

Mr. Dearmin,

Per our conversation, I agree to subcontract to Halff Associates for Architectural and Structural Engineering services to design ramps, stairs, decks and canopies for the temporary buildings being installed at the northwest corner of the Hidalgo County Courthouse property. The design shall meet the requirements of all applicable codes. I intend to subcontract CLH Engineering, Inc. for the Structural Engineering portion of this work.

Our proposed fee of \$12,000.00 includes \$9,000 for Architectural Services and \$3,000 for Structural Engineering. This fee includes design as well as coordination meetings and limited construction phase services including periodic inspections and project meetings. Please coordinate with me for preparation of contract documents.

I appreciate the opportunity and look forward to working with you on this project. Please let me know if you have any questions.

Respectfully,
Steve

DANNENBAUM

Steven L McGarraugh AIA

Project Architect

Dannenbaum Engineering Company – McAllen, LLC

1109 Nolana Loop, Suite 208

McAllen, Texas 78504

(956)682-3677 Office

(956)429-0542 Direct

(956)686-1822 Fax

(956)456-9828 Mobile

steve.mcgarraugh@dannenbaum.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barmore Insurance Agency 8511 Sam Houston Parkway E Houston TX 77075		CONTACT NAME: PHONE (A/C, No, Ext): 713-209-2800 E-MAIL ADDRESS:		FAX (A/C, No): 713-209-2899
INSURED Dannebaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Continental Casualty		20443
		INSURER B: Valley Forge Insurance Co		20508
		INSURER C: Continental Insurance Co.		35289
		INSURER D: Transportation Ins. Co.		20494
		INSURER E: Catlin Specialty Insurance		15989
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 1266564351**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont. Liab.Inclld GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			2053853648	6/1/2012	6/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$700,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			1015348305	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			2053853049	6/1/2012	6/1/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1022022126	6/1/2012	6/1/2013	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability Claims Made RET Date 4/1/03			AEH254055021	4/1/2012	4/1/2013	Per Claim 2000000 Aggregate 4000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Services Agreement No. C-11-097-05-10; Remodeling, Alterations and Repairs to existing structures and/or buildings under a form of an AIA Agreement as required within the areas of Hidalgo County Precinct No.4; DEC Project No. 0047-10

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County 3100 South Business Highway 281, Suite D Endinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Barmore Insurance Agency		NAMED INSURED Dannenbaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

Workers Compensation includes coverage for executive officers.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties, Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates, Inc., A Joint Venture; Dannenbaum Environmental Corporation; Engineering Holding Corporation; Dannenbaum Engineering Company-Houston, LLC; Dannenbaum Engineering Company-Austin, LLC; Dannenbaum Engineering Company-Dallas, LLC; Dannenbaum Engineering Company-Fort Worth, LLC; Dannenbaum Engineering Company-McAllen, LLC; Dannenbaum Engineering Company-Laredo, LLC; Grand Parkway Consultants, LLC; Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS, Joint Venture; Dannenbaum Engineering Company-El Paso, LLC, DECTEC, LLC, DSM JTF, Dannenbaum, Dodson and Terra Nova JV

Monday, August 27, 2012

Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01 Modular Building Additions Hidalgo County Courthouse –
A/E Design Services necessary to produce Construction Documents for (#1) Design infrastructure
for three (3) modular buildings being supplied by Ramtech through Contract #335-10, Project
#2012-204-0GG (#2) Provide design of revised parking lots with fencing.

Per our Contract C-11-291-01-24, Article 14, Halff Associates request approval to subcontract with
Anthony Covacevich, Registered Accessibility Specialist, for ADA Compliance work related the
project listed above in Work Authorization #01.

A copy of Anthony Covacevich, Registered Accessibility Specialist is attached. Halff Associates
and Anthony Covacevich shall adhere to Article 14 as stated in the contract. Should you need any
additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,

A handwritten signature in black ink, appearing to read "Merton J. Murray, III", followed by a horizontal line.

Merton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager



Thursday, August 16, 2012

Anthony Covacevich

Registered Accessibility Specialist #97
401 Southgate Circle
Weslaco, Texas 78596
956.279.0910

Proposal to Halff Associates, Inc. Modular building addition to Hidalgo County Courthouse

Tom,

After reviewing the site plan and plans for the modular, I proposed to do the plans review for these two modular and the site for \$600 plan review, \$750 for inspection and the \$175 registration fee (register as one project). This will include any meetings I may need to have with you or the County.

Thanks!

Anthony Covacevich

Registered Accessibility Specialist #97



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DELTA GENERAL AGENCY PO BOX 2045 HOUSTON TX 77252	CONTACT NAME: MONTALVO INS AGENCY INC PHONE (A/C, No, Ext): 956-968-5521 FAX (A/C, No): 956-969-9198 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: CENTURY SURETY COMPANY NAIC # 36951 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED COVACEVICH, ANTHONY 401 SOUTHGATE CIRCLE WESLACO TX 78596	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y		CCP765680	05/16/2012	05/16/2013	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ Excluded						
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS \$
							OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

HIDALGO COUNTY
2812 S. BUSINESS HWY 281

EDINBURG

TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Texas Department of
Licensing and RegulationP. Box 12157 Austin, Texas 78711
800-803-9202 / TDD: 800-735-2989**License Data Search Results:** [Search Again](#) | [Back](#)**Registered Accessibility Specialists** 8 Records Found

License#	Exp Date	Name	City	Zip	County	Phone
RAS - 97	02/27/2013	COVACEVICH, ANTHONY	WESLACO TX	78566	HIDALGO	(956) 279-0910
RAS - 131	02/10/2012 ^{Expired}	GUERRERO, JOSE R	MCALLEN TX	78501	HIDALGO	(956) 279-5584
RAS - 158	01/11/2013	SAENZ, ROBERT J	MCALLEN TX	78504	HIDALGO	(956) 533-9838
RAS - 267	07/07/2013	MOLINA, RODOLFO R JR	MCALLEN TX	78501	HIDALGO	(956) 688-5656
RAS - 413	03/09/2011 ^{Expired}	THOMPSON, LARRY E	PHARR TX	78577	HIDALGO	(956) 207-0590
RAS - 1019	11/18/2012	HERNANDEZ, ROBERTO	MISSION TX	78572	HIDALGO	(956) 451-6148
RAS - 1020	08/17/2012	GAMA, JUAN	MCALLEN TX	78504	HIDALGO	(956) 807-8059
RAS - 1230	11/09/2012	MENDEZ, JOSE LUIS JR	SAN JUAN	78589	HIDALGO	(956) 342-6460

If license not found, please contact Customer Service at 800-803-9202

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[Texas Online](#) | [TRAIL Search](#) | [Texas Homeland Security](#) | [Links](#) | [Where the Money Goes](#)

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Insurance Company

State Farm Mutual Automobile Insurance Company

Agent or Producer 6040-116

RUBEN CARDENAS
PHONE# (956)968-4554

TEXAS OPERATION CENTER PHONE # 1-800-252-7645

Vehicle - Year, Make, Model of Covered Vehicle, VIN

2 2002 TOYOTA AVALON
4T1BF28B42U222752
3 2008 DODGE DAKOTA
1D7HE38K58S570187

Policy Number 071 7105-B21-53H
SFPP 0048569525

Insured	COVACEVICH, ANTHONY & LETICIA
Address	401 SOUTHGATE CIR
City	WESLACO TX 78596-7024
Phone	
Policy No	
Effective Date	
Expiration Date	
Insured's Signature	
Insured's Title	
Agent's Signature	
Agent's Title	
Agent's License No	
Agent's State	
Agent's Exp Date	
Agent's Address	
Agent's City	
Agent's State	
Agent's Zip	
Agent's Phone	
Agent's Fax	
Agent's E-Mail	
Agent's Filing Office	
Agent's Filing Date	
Agent's Filing Time	
Agent's Filing Method	
Agent's Filing Status	
Agent's Filing Type	
Agent's Filing Category	
Agent's Filing Subcategory	
Agent's Filing Description	
Agent's Filing Remarks	
Agent's Filing Notes	
Agent's Filing Comments	
Agent's Filing Footer	

<u>Renewal Effective Date</u>	<u>Renewal Expiration Date</u>
12/31/2024	12/31/2025

AUG 21 2012 to FEB 21 2013

Coverages

VEH 2 A B2 D1-200 D2-500 H120 R35 C 565A
VEH 3 A B2 D1-200 D2-500 H120 R35 C

Drivers: **ANTHONY** **LETICIA**
 MARIA **ANDRES**

(o1b031me)

KEEP THIS LIABILITY INSURANCE CARD

MUTL VOL

Affidavit & Indemnity Agreement

Date: 9/10/2012

Affiant: ANTHONY COVACEVICH
ACC

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant, ANTHONY COVACEVICH ^{dba ACC} states he is a sole proprietor doing business as ANTHONY COVACEVICH CONSULTANTS with Hidalgo County under a subcontractual agreement with dated . Affiant will provide

TEXAS ACCESSIBILITY STANDARDS SERVICES

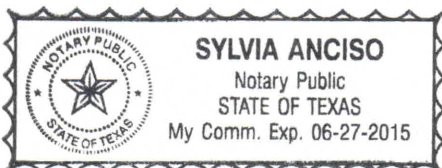
Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Anthony Covacevich

SWORN AND SUBSCRIBED TO under oath before me on 09/10/12



[Signature]
Notary Public, State of Texas

Monday, August 27, 2012

Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01 Modular Building Additions Hidalgo County Courthouse –
A/E Design Services necessary to produce Construction Documents for (#1) Design infrastructure
for three (3) modular buildings being supplied by Ramtech through Contract #335-10, Project
#2012-204-0GG (#2) Provide design of revised parking lots with fencing.

Per our Contract C-11-291-01-24, Article 14, Halff Associates request approval to subcontract with
Raba Kistner Consultants, Inc., Geotechnical Report work related the project listed above in Work
Authorization #01.

A copy of Raba Kistner Consultants, Inc. proposal is attached. Halff Associates and Raba Kistner
Consultants, Inc., shall adhere to Article 14 as stated in the contract. Should you need any
additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,



Menton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager





Proposal No. PMA12-070-00
August 16, 2012

Mr. Thomas E. Dearmin, P.E., LEED®AP
Electrical Department Manager
Halff Associates, Inc.
5000 West Military, Suite 100
McAllen, Texas 78503

**Re: Proposal for Geotechnical Engineering Services
Proposed Two County Courts Building Additions to the
Hidalgo County Courthouse Facility
100 North Closner Boulevard (U.S. Business 281)
Edinburg, Hidalgo County, Texas**

Dear Mr. Dearmin:

On the basis of the documents provide to our office via electronic-mail attachment on Tuesday, August 14, 2012 and our telephone conversations held with you throughout this week, we thank you for selecting Raba Kistner Consultants, Inc. (RKCI) to submit this quote for Geotechnical Engineering Services to Halff Associates, Inc. (CLIENT) for the above-referenced project. The broad objectives of our study will be to determine subsurface conditions at the subject site and to provide foundation design and construction recommendations for the proposed county courts building additions. Described in this letter are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

PROJECT DESCRIPTION

We understand that the proposed project consists of the design and construction of: 1) a single-story, rectangle-shaped, free-standing, approximately 5,264 ft², six office capacity (with two courtrooms) modular building and 2) a single-story, rectangle-shaped, free-standing, approximately 7,952 ft², twelve office capacity (with three courtrooms) modular building to be located within the northwestern portion of the existing Hidalgo County Courthouse facility, situated at 100 North Closner Boulevard (U.S. Business 281) in Edinburg, Hidalgo County Texas. The proposed county courts building additions are expected to create relatively light to moderate loads to be carried by the foundation systems, which are planned to be either shallow or deep foundation systems. We understand that the area proposed for the building additions is an asphalt-paved parking lots area, currently used by the courthouse staff.

FIELD STUDY

To assess subsurface conditions at the subject site, we propose to conduct two borings within the footprints of the proposed building additions extending down to maximum depths of 25 ft each below the existing pavement surface elevations. Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks. Our scope of services does not include surveying of the boring locations. However, RKCI recommends that the final boring locations be surveyed in the field by the CLIENT or their representative.

Samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations. The upper two inches of each borehole will be patched with cold-mix asphalt up to the existing asphalt-paved surface level.

LABORATORY STUDY

Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface strata. The laboratory testing is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compressive strength determinations, dry unit weight determinations, a corrosivity testing (including pH, electrical resistivity, and sulfate and chloride content determinations), and grain size analyses. The laboratory testing will be performed in general accordance with applicable ASTM standards.

ENGINEERING ANALYSIS AND REPORT

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and construction of the foundation and pavement systems for the proposed county courts building additions. The Geotechnical Engineering Report may also include the following information and recommendations:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of the general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design considerations and recommendations, including:

- expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation (TxDOT);
 - methods for reducing expansive, soil-related movements to about 1 inch; which is the typical tolerance for ground-supported floor slabs in this region;
 - shallow and/or deep foundation recommendations;
 - available soil-bearing pressures;
 - settlement estimations, where applicable; and
 - groundwater considerations.
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill materials;
 - shallow and/or deep foundation excavations;
 - potential reuse of on-site materials as select fill materials;
 - excavation considerations; and
 - fill placement compaction requirements.
- Seismic region condition evaluations.

Also included in the report will be general guidelines for the construction of pavements for the proposed parking and driveway areas. These guidelines will be based on the results of classification testing completed on specimens from the pavement areas and on our experience with similar soils.

Since site grading plans can result in changes in the foundation and pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations. Also, specific information concerning anticipated traffic loadings and frequencies for the pavement areas will be critical in the preparation of pavement recommendations.

The final report will be reproduced in three, spirally-bound copies.

TENTATIVE PROJECT SCHEDULE

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within three working days of receiving written authorization to proceed, provided that the site is accessible to our truck-mounted drill rigs and the CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site. The field exploration and laboratory testing phases of the study are expected to take approximately five working days to complete. The engineering report will be submitted within an additional four working days following completion of

the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

LUMP SUM COST

The total lump sum cost for the study outlined herein is \$5,000.00. Please note that this lump sum cost reflect the overtime that will be charged by our staff members in order to expedite and submit our report within the time-frame presented in this contract document.

Should unusual subsurface conditions be encountered in the field which indicate the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

RKCI has been provided with a site plan from the CLIENT, illustrating the location of the proposed county courts building additions. It is our understanding that access to all boring locations for a conventional, truck-mounted drilling rig and underground utility clearance will be provided by the CLIENT prior to our field exploration services.

It should be noted that our study scope (and project cost) do not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

It should also be noted that our study scope (and project cost) do not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

Proposal No. PMA12-070-00
August 16, 2012

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RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Accepted By: _____
(Signature)

Jorge L. Perez
Graduate Engineer

(Typed or Printed Name)

Katrin M. Leonard, P.E.
Manager, Engineering Services

(Title)

Copies submitted: Above (2)

(Date)

JLP/KML



STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services involving only RK's tests and observation reports, advice, judgment and opinion. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's Instruments of professional services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information in the performance of RK's services. RK will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions in such information. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants and shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the requirements of the project as listed in the specification and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **RIGHT TO RETAIN SUB-CONSULTANTS.** CLIENT acknowledges that while performing the services and work products, situations or circumstances may occur where RK determines that in its judgment the services of sub-consultants may be necessary.
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take title to any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work products.
13. **LIMITATION OF LIABILITY.** To the greatest extent permitted by law, CLIENT'S sole remedy against RK for claims and liabilities in any way arising out of or directly or indirectly related to the error, omission, or other professional negligence of RK's work for CLIENT will not exceed an aggregate limit of \$100,000 or the amount of RK's fee, whichever is greater for that portion of RK's work found to be defective, regardless of the legal theory which remedy is sought, whether based on negligence (whether sole or concurrent, active or passive), breach of contract, breach of warranty, strict liability or otherwise.
14. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.
15. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
16. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, RK AGREES TO INDEMNIFY AND HOLD THE CLIENT HARMLESS FROM AND AGAINST LIABILITIES, DAMAGES AND COSTS TO THE EXTENT CAUSED BY RK'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT AND TO THE EXTENT THAT RK IS RESPONSIBLE FOR THE LIABILITIES, DAMAGES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN RK AND THE CLIENT. NEITHER CLIENT NOR RK IS RESPONSIBLE FOR DAMAGES OR LIABILITIES CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS FOR PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY AN APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS. THIS INDEMNIFICATION EXPRESSLY EXCLUDES THE DUTY OF RK TO DEFEND THE CLIENT. HOWEVER, THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE THE CLIENT FROM SEEKING RECOVERY OF ITS REASONABLE ATTORNEYS' FEES AS PART OF ITS DAMAGES. THE CLIENT AGREES TO LOOK SOLELY TO THE CORPORATE ASSETS, INCLUDING BUT NOT LIMITED TO INSURANCE POLICIES, OF RK, WITH RESPECT TO SATISFACTION OF ANY LIABILITIES THAT MAY
- ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT. ACCORDINGLY, NO EMPLOYEE, PRINCIPAL, DIRECTOR, OFFICER, PARTNER, OR SHAREHOLDER OF RK SHALL BE SUBJECT TO ANY PERSONAL LIABILITY ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT.
17. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of RK's principal place of business; the claim will be brought and tried in judicial jurisdiction of the court of the county where RK's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
18. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
19. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date on which RK issues its report under this Agreement; or (2) if RK is retained to perform construction observation, the date of substantial completion of the project.
20. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
21. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
22. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
23. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal	\$135 to \$250/hour
	Professional	\$70 to \$200/hour
	Auto Cad Operator	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Catto & Catto
217 East Houston Street Suite 100
San Antonio TX 78205-2694

CONTACT
NAME: Janet Hajek
PHONE (A/C No. Ext): 210-222-2161 FAX (A/C No): 210-222-1618
EMAIL: jhajek@catto.com
PRODUCER
CUSTOMER ID: Manuel Zuniga

INSURED
Raba-Kistner Consultants Inc.
P.O. Box 690287
San Antonio TX 78269-0287

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Guarantee & Liability	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1641289471

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. JECT ☐ LOC			GLA3994747	10/1/2011	10/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			GLA3994747	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE ☒ RETENTION \$10,000			UMB3994749	10/1/2011	10/1/2012	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3994748	10/1/2011	10/1/2012	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: County Government Center Building (proposed)
The County of Hidalgo, TX is named as Additional Insured with respect to GL, Auto and Umbrella. Waiver of Subrogation is granted in favor of Additional Insured with regard to all policies.

CERTIFICATE HOLDER

County of Hidalgo, Texas
100 E. Cano St.
4th Floor - Purchasing Department
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Wortham Insurance & Risk Management P.O. Box 795008 San Antonio, TX 78279 www.worthamsa.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): 210-223-9171	FAX (A/C, No): 210-223-2806
INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 13601022

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Policy Form			031428157	7/18/2012	7/18/2013	\$2,000,000 Each Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name - CMT services Contract

CERTIFICATE HOLDERHildago County
Attn: Elena Gomez
2802 S. Business Highway 281
Edinburg TX 78539**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(SA) Diane Hoskins

Diane Hoskins

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ACORD 25 (2010/05)

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JUL 23 2012
No 305

AGENCY CUSTOMER ID: 22RABAKCON

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Wortham Insurance & Risk Management		NAMED INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249
POLICY NUMBER 031428157		
CARRIER Lexington Insurance Company	NAIC CODE 19437	
		EFFECTIVE DATE: 7/18/2012

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: Hildago County Attn: Elena Gomez

ADDRESS: 2802 S. Business Highway 281 Edinburg TX 78539

Additional Named Insureds:

Raba Kistner Consultants Inc
Raba Kistner Infrastructure Inc
Raba Kistner Environmental Inc
Raba Kistner Facilities Inc
Raba Ingenieros S. de R. L. de C. V.

APPROVED

AI-33976**Purchasing Department 18. A. 4.****CC REGULAR****Meeting****Date:****09/04/2012****Submitted For:** Martha L Salazar**Submitted By:** Letty Saenz, PURCHASING DEPT.**Department:** PURCHASING DEPT.

Information

CAPTION

✓ a. Pursuant to Article 14 of the current agreement-C-11-291-01-24, Halff Associates is requesting approval to engage the services of sub-contractors/consultants (Raba Kistner Consultants, Inc., Dannenbaum and Anthony Covacevich) with adherence to insurance provisions required by said article;

✓ b. Acceptance and approval of Work Authorization No.1 (with estimated cost proposal of \$ 54,850.00) as submitted by Halff Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4".

c. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 2 submitted by HALFF ASSOCIATES, INC., in the (amount of \$ 9,100.00, with revised total cost amount \$ 142,080.00) for the purposes of "engineering services" on the ongoing Project: (LIFE SAFETY PROJECT AT THE COURTHOUSE) in connection to agreement# C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

BACKGROUND

Work Authorization #1-Halff Associates, Inc. (Project: Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse) in connection to Contract #C-11-291-01-24

Letter (s) from Halff (Subconsultants Raba Kistner, Dannenbaum and Anthony Covacevich)

Supplemental Agreement #1 to Work Authorization #2 submitted by Halff Assoc Inc for (Project: Life Safety at HC Courthouse) in connection to Contract #C-10-340-10-19

Fiscal Impact

FISCAL YEAR: 2012**ACCT. #:** 2-1342-419-40-220-048-0-720**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:****FISCAL YEAR:** 2012**ACCT. #:** 1-1342-412-00-220-010-0-452**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachmentsbackup 1backup 2backup 3backup**Form Review****Inbox**
Auditor's Office**Reviewed By**
Angela Garcia**Date**

08/31/2012 04:02 PM

Form Started By: Letty Saenz

Started On: 08/30/2012 11:24 AM

Final Approval Date: 08/31/2012



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 4, 2012
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** County Judge Garcia, Comm. Quintanilla, Comm. H Palacios
2. **Pledge of Allegiance** Comm. J Palacios-Present
Comm. J. Flores was out
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Executive Officer - Valde Guerra:**

- A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

- B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations to Former Administration Building 1st and 2nd Floors
b) Update on Courthouse Portable Building Project, other ongoing county owned building construction and renovation repair projects
c) Emergency situations occurring since last agenda meeting

Report made by
Valde Guerra
No Action taken

- C. AI-33793 Health & Human Services Dept. - Environmental Division (1100):
Requesting permission / approval of travel request for Ronnie Ramirez to attend an Animal Control Officer Training Course to obtain statutorily required continuing professional education to be held on September 26-28, 2012 in Harlingen, Texas.

APPROVED

- D. AI-33968 Texas Agrilife Extension:
1. Requesting permission for Barbara Storz and three (3) staff to travel to Laredo, Texas to attend the District 12 Program Planning Workshop on September 18-19, 2012

APPROVED

Veterans Services:

2. Requesting permission for Emilio de los Santos to travel to Dallas, Texas to attend the Texas Veterans Commission (TVC) 65th Annual Statewide Training Conference on September 17-21, 2012 (TVC will provide lodging and meals; county will pay for mileage)

APPROVED

- E. AI-33846 Safety Division:
Requesting permission/approval of travel for Armando Guzman to attend the MSHA Supervisor Course to be held in Kingsville, Texas on October 15-18, 2012.

APPROVED

- F. AI-33758 Request from Love's Travel Stops & Country Stores, Inc. to use the Milo Ponce Park on Saturday, September 22, 2012 for a fund raising event to benefit the Children's Miracle Network, a non-profit organization

APPROVED

- G. AI-34022 Environmental Compliance Division:
1. Requesting approval to extend period of internship of Jacqueline Munoz as volunteer intern to assist with storm water permit activities

APPROVED

- A. AI-33885 1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of San Juan for the Nolana Loop Project (FM1426 to FM 88).
- APPROVED**
2. Acceptance and approval of the Interlocal Cooperation Agreement Project: provision of the "Undertaking a highway improvement project generally described as the Nolana Loop Project from FM 1426 to FM 88" pursuant to the approval of the Interlocal Agreement as stated above.

No Action B. AI-33887 Approval of consent agreement with Irrigation District No.2 for the Minnesota Drainage Project.

16. **Precinct #4 - Comm. J. Palacios:**

- A. AI-33972 Proclamation honoring Captain Ken Baker upon his retirement from Texas Parks and Wildlife Law Enforcement Division
- APPROVED**

- B. AI-33923 1. Acceptance of resignation from Erika de la Garza as member of the Tropical Texas Behavioral Center (term expires Aug. 31, 2012)

APPROVED

2. Appointment of Sandra Solis as member to the Tropical Texas Behavioral Center for a two year term effective September 4, 2012

17. **Budget & Management - Sergio Cruz:**

- A. AI-33944 Presentation and discussion on the Monthly Budget Report for the month of July 2012.

- B. AI-33824 1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2013 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.
- APPROVED**

APPROVED

2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.

APPROVED

3. Approval of of appropriation of funds for the Texas VINE Program in the amount of \$29,174.00.

APPROVED

4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2012 to August 31, 2013 in the amount of \$29,174.00 and authorization for County Judge to sign the required documents.

C. **Budget Appropriations:**

1. AI-33804 Pct #4 Drainage Improvement Project (1200):
- a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

APPROVED

b. Approval of 2012 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of \$34,278.30 (Labor Reimbursements - June 2012).

2. AI-33825 **Pct #4 R&B (1200):**
- a. Approval of Certification of Revenues as certified by the County Auditor for Paving Revenues.

APPROVED

b. Approval of 2012 appropriation of funds into Precinct #4 Rd. Maint. (program 007) in the total amount of \$50,541.10 (Escrow monies for the Lantana Acres No. 7 "Mile 22 1/2 & Engelman Gardens Rd." street improvement project)

3. AI-33996 Adult Probation - Drug Court (1100):
- Approval of 2012 appropriation from unreserved funds for the Drug Court in the amount of \$1,000.00.

APPROVED

18. **Purchasing Department - Marty Salazar:**

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

3. AI-33830

APPROVED

a. Recommending action to reject bids received for: "Hidalgo County- Security Guard Services" Bid No. 2013-046-06-13-SMA as per requesting department directive (Hidalgo County Constable Pct. 4) and re-evaluating the project.

4. AI-33976

APPROVED

a. Pursuant to Article 14 of the current agreement-C-11-291-01-24, Halff Associates is requesting approval to engage the services of sub-contractors/consultants (Raba Kistner Consultants, Inc., Dannenbaum and Anthony Covacevich) with adherence to insurance provisions required by said article;

APPROVED

b. Acceptance and approval of Work Authorization No. 1 (with estimated cost proposal of \$ 54,850.00) as submitted by Halff Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4".

APPROVED

c. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 2 submitted by HALFF ASSOCIATES, INC., in the (amount of \$ 9,100.00, with revised total cost amount \$ 142,080.00) for the purposes of "engineering services" on the ongoing Project: (LIFE SAFETY PROJECT AT THE COURTHOUSE) in connection to agreement# C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

B. Executive Officer:

1. AI-33998

APPROVED

Requesting approval to increase PO #679285 in the amount of \$45,259.00 for proposed changes to the 3 Courtroom Modular. Proposed changes are to comply with ADA requirements and revised changes in order to accomodate staff, public areas, as outlined on attachment. Project #12-204-OGG

C. Pct. 4

1. AI-33616

APPROVED

a. Presentation and Recommendation by Prodigy Construction Management, LLC, through Alex Palacios, Principal/Project Manager of the "scoring grid" (attached herein) for the purposes of ranking by Commissioner's Court in connection to the: Construction of a New Multi-Purpose Facility and Mechanical Shop for Hidalgo County Precinct No. 4 (CSP No. 2012-056B-08-01-MSS);

APPROVED

b. Athority to negotiate with number (1) one ranked paticipant OG Construction for the purposes of a New Multi-Purpose Facility and Mechanical Shop for Hidalgo County Precinct No. 4.

2. AI-33979

APPROVED

a. Approval to purchase One (1) New or Newer 2012/2013 Chevrolet 2500HD Silverado 4x4 Crewcab SWB PU through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-11) in the amount of \$36,713.00 which includes a \$600.00 HGAC administration fee and delivery for (Project #2012-216-OGG); or, if not approved,

No action
required as
above action was approved

b. Authority to advertise sealed procurement for the vehicles described above and herein, using the information detailed to finalize general and minimum specifications.

APPROVED

AI-34121**Purchasing Department****19. A. 3.****CC REGULAR****Meeting****Date:****09/11/2012****Submitted For:** Martha L Salazar**Submitted By:** Letty Saenz, PURCHASING DEPT.**Department:** PURCHASING DEPT.**Information****CAPTION**

✓ Acceptance and approval of CORRECTED Work Authorization No. 1 (with estimated cost proposal of \$ 55,625.00) as submitted by Halff Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4" and as (approved by CC on 09/04/12, AI-33976)

BACKGROUND

CORRECTED WA#1 - Halff Associates Inc.-(Modular Buildings at Courthouse)

Fiscal Impact**FISCAL YEAR:** 2012**ACCT. #:** 2-1342-419-40-220-048-0-720**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:****Attachments**

Corrected WA#1-Halff Assoc Inc(Modular at Crthse)

AI-33976-CC-090412-apprvd WA#1

Form Review

Inbox
Auditor's Office

Reviewed By
Monica Badillo

Form Started By: Letty Saenz

Date

09/07/2012 05:33 PM

Started On: 09/07/2012 03:30 PM

Final Approval Date: 09/07/2012



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 11, 2012
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a **SPECIAL MEETING** of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- Start 9:30*
1. ✓ **Roll Call** *Roll call 12:00?*
 2. ✓ **Pledge of Allegiance**
 3. ✓ **Prayer** *(9/11 Tribute - 11 yrs. ago)*
 4. ✓ **Approval of Consent Agenda**
 5. **Executive Officer - Valde Guerra:**
 - A. *Na*
 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
 2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement
 - B. ✓ **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
 1. *a* Renovations to Former Administration Building 1st and 2nd Floors
 2. *b* Update on Courthouse Portable Building Project, other ongoing county owned building construction and renovation repair projects - *security issue*
 3. *c* Emergency situations occurring since last agenda meeting - *WIC Bldg Mission has problems*
 - C. *Na* **AI-34100**
 1. Requesting exemption from competitive requirements under Texas Local Government Code Section 262.024 (A)(6) any land;
 2. Approval of Lease between Rolando Cantu and wife, Laura E. Cantu and the County of Hidalgo
 - D. *Na* **AI-33786** **Health & Human Services:**

Approval for travel for employee # 137782 and #058726 to attend the Texas Indigent Health Care Association (TIHCA) Conference October 2-4, 2012, Austin, Texas. *Ruler / Changes for new cables - framing*
 - E. ✓ **AI-33925** **Health & Human Services Dept. - Environmental Division (1100):**

Requesting permission / approval of travel request for Elizardo Ramos, Ruben
- stake to so framing*

B. AI-34086

1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of Pharr for the Minnesota Road Project.

2. Acceptance and approval of the Interlocal Cooperation Agreement Project: provision of the "Undertaking a road improvement project generally described as the Minnesota Road Project from I Road West to Huisache Avenue" pursuant to the approval of the Interlocal Agreement as stated above.

18.

Budget & Management - Sergio Cruz:

A. AI-34126

Discussion and presentation on proposed salaries of elected officials

B. AI-34122

Discussion, consideration, and approval to authorize Urban County to utilize County funds, Special Revenue Bank Account, as interim funding for payment of expenditures as specified in the Texas General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068.

C.

Budget Appropriations:

1. AI-34078

JAIGB (1286) / Co Wide Adm (1100):

Approval to deobligate cash match funds from the JAIGB "Early Intervention Counseling Program" Grant for FY 2013 (Fund 1286, program 005) and appropriate into Countywide Administration-Contingency (Fund 1100) in the amount of \$1,065.22.

2. AI-34118

Notes Payable (1401):

Approval of 2012 appropriation of funds into Notes Payable in the amount of \$3,916.42.

19.

Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

Hidalgo County

A.

1.

Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2.

Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch

Handwritten checkmark

- list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

3. AI-34121

APPROVED

Acceptance and approval of CORRECTED Work Authorization No. 1 (with estimated cost proposal of \$ 55,625.00) as submitted by Halff Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4" and as (approved by CC on 09/04/12, AI-33976)

4. AI-33946

Approval to re-state agreement between Lexis Nexis and Hidalgo County Public Defender's Office to incorporate additional access at no additional cost.

5. AI-33962

A. Acceptance and approval to award proposal including terms and conditions agreement received from Weatherproofing Technologies, Inc. in the amount of \$91,882.94 (through Hidalgo County's membership/participation with TCPN Contract #4812) for the provision of labor, to include materials but not limited to any appurtenances, for proposed Roof Repair Services for the Hidalgo County - Former Administration Building located at 100 East Cano, Edinburg, Texas (project #2012-029A).

B. Acceptance and approval to enter into a 5 year Tremcare Service Agreement for Tremco Roofs with Weatherproofing Technologies, Inc. in the amount of \$9,500.45 (already included on item a. proposal) for Hidalgo County Former Administration Building.

6. AI-33932

Requesting approval to reject all responses received for the request for proposals: "Placement, Housing and Supervision of Hidalgo County Inmates" for Sheriffs Department" as requested by user department.

B.

Pct. 1

1. AI-34053

Acceptance and approval of request by Precinct One for Supplemental No. 2-Work Authorization #1 as submitted by TEDSI Infrastructure Group, Inc. through Contract #C-08-227-02-09 for the acceptance of revised "Attachment C" for Supplemental Agreement No. 1 to Work Authorization No. 1 (approved by CC 05/22/12) to reflect the "Notice To Proceed" based on the issuance of the revised purchase order effective August 29, 2012.

C.

Pct. 2

1. AI-33963

Acceptance and approval to execute an "On Call" professional engineering services contract with Raba Kistner Consultants Inc. for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on

D.

Pct. 4

1. AI-34115

Requesting approval of a professional architectural "on call" services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of

AI-36848

8. E.

CC CONSENT

Meeting Date: 03/05/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

389th District Court:

Requesting authority to enter into a 36-month new (capital) lease copier for a WorkCentre 3550X through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Court at Law #5 through Requisition # in the total amount of \$93.48/month, effective upon approval.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	02/14/2013 02:58 PM
Budget & Management	Obdett Calzada	02/14/2013 03:21 PM
Sylvia Solis	Angela Garcia	02/15/2013 09:34 AM
Auditor's Office	Angela Garcia	03/01/2013 05:20 PM
Form Started By: Matilde Faz		Started On: 02/06/2013 04:33 PM
	Final Approval Date: 03/01/2013	