

AI-37715

2. A.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Pct 4

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - 2009B&C CO's (1341)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1341-431-00-124-030-0-XXX

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

BUDGETARY IMPACT:

This item is being placed to reverse AI-37015 approved by commissioners court on 3/5/13 and cannot be posted due to insufficient funds.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/15/2013 01:48 PM
Glinda Pacheco	Glinda Pacheco	03/15/2013 03:28 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Erika Zamora		Started On: 03/15/2013 01:41 PM
Final Approval Date: 03/15/2013		

AI-37724

2. B.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Sergio Cruz

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Co Wide Adm (1100)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/15/2013 03:54 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Erika Zamora		Started On: 03/15/2013 03:41 PM
	Final Approval Date: 03/15/2013	

AI-37695

2. C.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Glinda Pacheco, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-294-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 3/15/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/15/2013 09:04 AM
Ana Galvan	Ana Galvan	03/15/2013 03:58 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Glinda Pacheco		Started On: 03/15/2013 07:54 AM
	Final Approval Date: 03/15/2013	

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 15, 2013

DEPARTMENT HEAD: J. E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 3-1100-421-00-294-001-0

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
603	Education/Instruction Supplies	810	Dues & Memberships	\$120.00
611	Police Supplies	668	Police Weapons & BP Vests	\$1,800.00
603	Education/Instruction Supplies	601	Office & Computer Supplies	\$391.00
640	Reference Materials	613	Safety Supplies	\$600.00
603	Education/Instruction Supplies	613	Safety Supplies	\$51.00
672	Equip&Veh R&M Supplies	412	Cable/Satellite TV	\$1,275.00

TOTAL **\$4,237.00**

REASON: Transfer is needed to cover expenditures for membership dues, bulletproof vests, office supplies, fire extinguishers and cable services.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-37716

2. D.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Patty Loya

Submitted By: Sylvia Solis, BUDGET &
MANAGEMENT

Department: PUBLIC DEFENDERS

Information

CAPTION

2013 - Public Defenders (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-30-085-003-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

581 --> 583; Funds available as of 03/15/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/15/2013 02:36 PM
Obdett Calzada	Obdett Calzada	03/15/2013 02:47 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Sylvia Solis		Started On: 03/15/2013 02:21 PM
	Final Approval Date: 03/15/2013	

DATE: March 15, 2013

2013
Transfer



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Public Defenders

ACCOUNT NUMBER: 3-1100-412-30-085-003-0-XXX

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
581	TRAVEL IN COUNTY	583	TRAVEL OUT OF COUNTY	1,000.00
TOTAL:				1,000.00

REASON:
Intradepartmental Transfer to fund out of county expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37429

2. E.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Virginia Rodriguez, SHERIFF
DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Adult Detention Facility (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-423-21-280-002-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Available funds as of 3/12/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/05/2013 02:24 PM
Budget & Management	Obdett Calzada	03/06/2013 10:49 AM
Glinda Pacheco	Glinda Pacheco	03/12/2013 08:58 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Virginia Rodriguez		Started On: 03/04/2013 11:41 AM
	Final Approval Date: 03/15/2013	

DATE: 3/18/2013

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 3-1100-423-21-280-002-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-21-280-002-0-	431-Building & Other Struc R&M Services	3-1100-423-21-280-002-0-	745-COMPUTER EQUIPMENT	1,124.00
3-1100-423-21-280-002-0-	431-Building & Other Struc R&M Services	3-1100-423-21-280-002-0-	747-SOFTWARE	1,836.00
3-1100-423-21-280-002-0-	431-Building & Other Struc R&M Services	3-1100-423-21-280-002-0-	665-MINOR COMPUTER EQUIPMENT	1,467.00
TOTAL				\$4,427.00

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR AN INVOICE BEING RECLASSIFIED BY AUDITOR'S OFFICE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-37490

2. F.

CC CONSENT

Meeting Date: 03/20/2013

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-

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Line Item Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Monica Badillo

Date
03/15/2013 04:22 PM
Started On: 03/06/2013 12:50 PM

Form Started By: Myra Montoya

Final Approval Date: 03/15/2013

DATE: 3/18/2013
 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		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-421-00-280-001-0-	603- EDUCATIONAL - INSTRUCTIONAL SUPPLIES	→	3-1100-421-00-280-001-0-	748- OTHER EQUIPMENT	\$1,900.00
TOTAL					\$1,900.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURE TO PURCHASE INDUSTRIAL SHREDDER.

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONERS' COURT

____/____/_____
 DATE

 ATTEST COUNTY CLERK

AI-37612

2. G.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - DBM Budget Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-14-115-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Available funds as of 3/12/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/11/2013 01:15 PM
Glinda Pacheco	Glinda Pacheco	03/12/2013 01:35 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Angela Garcia		Started On: 03/11/2013 10:36 AM
	Final Approval Date: 03/15/2013	

AI-37520

2. H.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Roy Quintanilha

Submitted By: Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

2013 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-419-00-125-003-0-xxx

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 3/7/13.

Attachments

37520

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 01:12 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Rosie Luna		Started On: 03/07/2013 11:14 AM
	Final Approval Date: 03/15/2013	

AI-37399

2. I.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2013 - Purchasing (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 03/12/2013.

Attachments

line item

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/01/2013 02:32 PM
Ana Galvan	Ana Galvan	03/12/2013 03:20 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Nielda Cavazos		Started On: 03/01/2013 02:18 PM
	Final Approval Date: 03/15/2013	

DATE: March 1, 2013

DEPARTMENT HEAD: Martha L. Salazar, CPPB

DEPARTMENT NAME: Purchasing

ACCOUNT NUMBER: 3-1100-415-18-160-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
743	office furniture and equipment	661	minor office furniture and equipment	\$400.00
TOTAL				\$400.00

REASON: need to fund object code

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-37400

2. J.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-00-200-002-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Available funds as of 3/6/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/01/2013 02:32 PM
Glinda Pacheco	Glinda Pacheco	03/06/2013 08:58 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Edna Kirby		Started On: 03/01/2013 02:20 PM
	Final Approval Date: 03/15/2013	

DATE: March 19, 2013

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 3-1100-415-00-200-002-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
745	IT COUNTYWIDE-COMPUTER EQUIPMENT	534	IT COUNTYWIDE-INTERNET	\$22,077.44
665	IT COUNTYWIDE-MINOR COMPUTER EQUIP.	619	IT COUNTYWIDE-OTH MISC SUPPLIES	4,173.08
665	IT COUNTWIDE-MINOR COMPUTER EQUIP.	671	IT COUNTYWIDE-BLDG&OTHER STRUC R&MSUPPL	\$4,690.39
TOTAL				\$30,940.91

REASON: **Phase II (Time Warner Cable) upgrading the data circuits that connect the county's fifty-plus remote sites from AT & T to Time Warner Cable.**
Monies for Central Plumbing & Electric Supply (Cabling @ Adm. Bldg. electrical room

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-37680

2. K.

CC CONSENT

Meeting Date: 03/20/2013

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2013 – AgriLife Extension Service Texas Citrus Mutual (1287)

BACKGROUND

3-1287-

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1287-461-20-380-002-3-XXX

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

BUDGETARY IMPACT:

Salary analysis not necessary. Temporary employees do not qualify for health & life insurance.
\$2,429.00 available funds as of 03-15-13.

Attachments

Line Item Transfer Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2013 03:07 PM
Rosalinda Cantu	Rosie Cantu	03/15/2013 12:42 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Nora Linda Cruz		Started On: 03/14/2013 10:01 AM
Final Approval Date: 03/15/2013		

AI-37465

2. L.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Luisa Pearson, 389TH DISTRICT COURT

Department: 389TH DISTRICT COURT

Information

CAPTION

2012 - 389th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-008-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/12/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 10:44 AM
Ana Galvan	Ana Galvan	03/13/2013 10:19 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Luisa Pearson		Started On: 03/06/2013 07:46 AM
	Final Approval Date: 03/15/2013	

INTRA-DEPARTMENTAL TRANSFER

DATE: Wednesday, March 06, 2013

DEPARTMENT HEAD: Judge Letty Lopez

DEPARTMENT NAME: 389th District Court

ACCOUNT NUMBER: 3-1100-412-00-008-001-0-XXX

CONTACT PERSON: Luisa Pearon PHONE: (956) 318-2080

SUBJECT: Intra-departmental Transfer(s)

Honorable Commissioner's 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
890	Other	831	Court Costs & Investigations	\$ 1,000.00
890	Other	671	Bldg & Other Struc R&M Supplies	\$ 300.00
TOTAL				\$ 1,300.00

REASON: Monies will be needed for expenditures that will be incurred for Interpreter while our interpreter is on maternity leave and to replace ceiling tiles in 389th Jury room.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37486

2. M.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Noe Gonzalez, Judge Presiding

Submitted By: Esther Contreras, 370TH
DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2013 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-007-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 3/12/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 01:48 PM
Glinda Pacheco	Glinda Pacheco	03/12/2013 09:25 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Esther Contreras		Started On: 03/06/2013 11:46 AM
	Final Approval Date: 03/15/2013	

DATE: March 6, 2013

DEPARTMENT HEAD: NOE GONZALEZ

DEPARTMENT NAME: 370TH DISTRICT COURT

ACCOUNT NUMBER: 3-1100-412-00-007-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	531	TELEPHONE	\$250.00
890	OTHER	432	EQUIP & VEH R&M SRV	\$250.00
TOTAL				500.00

REASON: Current and Future Expenditures

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONERS' COURT

 DATE

 ATTEST COUNTY CLERK

AI-37398

2. N.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Judge Jesse Contreras

Submitted By: Veronica Ortiz, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-011-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 03-01-2013

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/01/2013 02:54 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Veronica Ortiz		Started On: 03/01/2013 02:12 PM
	Final Approval Date: 03/15/2013	

AI-37457

2. O.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Yvonne Ramon

Submitted By: Rosie Diaz, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections Department (1100)

BACKGROUND

2013 Elections LIT

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-414-00-130-001-0-XXX

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 3/6/13.

Attachments

3-5-13 LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/05/2013 02:09 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Rosie Diaz		Started On: 03/05/2013 01:35 PM
	Final Approval Date: 03/15/2013	

DATE: March 5, 2013

2013

Transfer

AI- 37457



DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 3-1100-414-00-130-001-0-XXX

Contact Person: Rosie Diaz

Ph#: (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Elections Dept-Office & Computer Suppl	665	Elections Dept- Minor Computer Equipment	\$500.00
TOTAL				\$500.00

REASON: **Transfer to pay bill.**

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37646

2. P.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Yvonne Ramon

Submitted By: Melanie Esparza, ELECTIONS
DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections Department (1283)

BACKGROUND

2013-Chapter 19 LIT

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1283-414-00-130-018-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 3/14/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 12:04 PM
Glinda Pacheco	Glinda Pacheco	03/14/2013 07:56 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Melanie Esparza		Started On: 03/13/2013 10:35 AM
	Final Approval Date: 03/15/2013	

DATE: March 13, 2013

2013

Transfer

AI- 37646



DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 3-1283-414-00-130-018-2-XXX

Contact Person: Melanie Esparza

Ph#: (956) 318-2570 Ext. 5707

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	2012 Chapter 19-Computer Srv	665	2012 Chapter 19-Minor Computer Equipment	\$3,000.00
TOTAL				\$3,000.00

REASON:
Transfer needed to pay for Voter Registration laptops.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37614

2. Q.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Naomi DeSmith

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: COUNTY COURT #8

Information

CAPTION

2013 - CCL#8 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-028-001-0-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 3/14/2013.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/11/2013 01:17 PM
Obdett Calzada	Obdett Calzada	03/14/2013 09:54 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Angela Garcia		Started On: 03/11/2013 10:38 AM
	Final Approval Date: 03/15/2013	

DATE: March 11, 2013

2013

Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management CCL# 8



ACCOUNT NUMBER: 3-1100-412-00-028-001-0-XXX

Contact Person: ANGELA GARCIA **Ph#:** (956) 292-7025 Ext. 5401

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
745	COMPUTER EQUIP.	601	OFFICE & COMPUTER SUPPLIES	1,100.00
TOTAL				\$ 1,100.00

REASON:
PURCHASE OFFICE FURNITURE UNDER \$300

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37401

2. R.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health Adm (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-441-00-340-001-0-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 3/7/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/01/2013 02:32 PM
Obdett Calzada	Obdett Calzada	03/07/2013 04:20 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Mike Escaname		Started On: 03/01/2013 02:24 PM
	Final Approval Date: 03/15/2013	

AI-37491

2. S.

CC CONSENT

Meeting Date: 03/20/2013

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:

Funds available as of 3/7/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 01:50 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Mike Escaname		Started On: 03/06/2013 01:03 PM
	Final Approval Date: 03/15/2013	

AI-37506

2. T.

CC CONSENT

Meeting Date: 03/20/2013

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?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available balance as of 3/12/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 04:36 PM
Glinda Pacheco	Glinda Pacheco	03/12/2013 09:42 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Mike Escaname		Started On: 03/06/2013 04:22 PM
	Final Approval Date: 03/15/2013	

Date: March 6, 2013
 Department Head: Eduardo Olivarez, Chief Administrative Officer
 Department Name: Hidalgo County Health Department
 Account Number: 3-1100-441-00-340-003-0 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		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
3-1100-441-00-340-003-0-601	OFFICE & COMPUTER SUPPL	3-1100-441-00-340-003-0-671	BLDG&OTHR STRUC R&M SUP	\$ 500.00
Amount				\$ 500.00

Revenue Account
 Amount Requested: \$ 500.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-37503

2. U.

CC CONSENT

Meeting Date: 03/20/2013

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. #: 3-1293-441-00-340-047-3-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 3/7/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/06/2013 04:23 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Mike Escaname		Started On: 03/06/2013 04:04 PM
	Final Approval Date: 03/15/2013	

AI-37426

2. V.

CC CONSENT

Meeting Date: 03/20/2013

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. #: 3-1293-441-00-340-011-3-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 3/12/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/04/2013 01:20 PM
Glinda Pacheco	Glinda Pacheco	03/12/2013 07:48 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Mike Escaname		Started On: 03/04/2013 11:16 AM
	Final Approval Date: 03/15/2013	

AI-37489

2. W.

CC CONSENT

Meeting Date: 03/20/2013

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:

Funds available as of 3/7/13.

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
03/06/2013 01:49 PM
03/15/2013 04:22 PM
Started On: 03/06/2013 12:36 PM

Form Started By: Mike Escaname

Final Approval Date: 03/15/2013

APPROVED COMMISSIONER'S COURT

DATE

ATTEST COUNTY CLERK

AI-37461

2. X.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Rachel Cavazos, CONSTABLE
PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2013 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-293-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/15/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/05/2013 05:02 PM
Ana Galvan	Ana Galvan	03/15/2013 03:16 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Rachel Cavazos		Started On: 03/05/2013 03:19 PM
	Final Approval Date: 03/15/2013	

AI-37628

2. Y.

CC CONSENT

Meeting Date: 03/20/2013

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?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/12/2013.

Attachments

Line Item Transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Monica Badillo

Date
03/12/2013 02:53 PM
03/15/2013 04:22 PM
Started On: 03/12/2013 10:07 AM

Form Started By: Ana Galvan

Final Approval Date: 03/15/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 7, 2013

DEPARTMENT MARTIN "MARTY" CANTU
 HEAD:

DEPARTMENT Constable Precinct #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	611	Police supplies	\$ 150.00
890	Other	550	printing and binding	320.00
890	Other	855	Late fees, penalties and finance chares	20.00
TOTAL				\$ 490.00

REASON: To order police supplies, business card and to pay late fees on cable .

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
 DATE

ATTEST COUNTY CLERK

AI-37708

2. Z.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Pct. 1 Sanitation

Submitted By: Ivan Cantu, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Pct. 1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-432-00-121-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 3-15-13.

432 --> 672; 619 --> 672;

Attachments

Pct. 1 Sanitation LIT

Form Review

Inbox
Ivan Cantu (Originator)
Budget & Management
Auditor's Office

Reviewed By
Ivan Cantu
Obdett Calzada
Monica Badillo

Date
03/15/2013 01:54 PM
03/15/2013 02:00 PM
03/15/2013 04:22 PM

Form Started By: Ivan Cantu

Started On: 03/15/2013 01:12 PM

Final Approval Date: 03/15/2013

AI-37625

2. AA.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Jorge Flores, Pct. 1

Submitted By: Ivan Cantu, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Pct. 1 Rd Maint (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-121-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

667 --> 336; funds available as of 3-14-13.

Attachments

Pct. 1 Rd. Maint.

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Obdett Calzada	03/14/2013 08:36 AM
Budget & Management	Obdett Calzada	03/14/2013 08:38 AM
Obdett Calzada	Obdett Calzada	03/14/2013 10:01 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Ivan Cantu		Started On: 03/12/2013 09:56 AM
	Final Approval Date: 03/15/2013	

DATE: March 19, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Rd. Maint.

ACCOUNT NUMBER: 3-1200-431-00-121-005-0-XXX

Contact Person: Ivan Cantu, Budget Analyst III

Ph#: (956) 292-7025 ext. 5425

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

2013
Intradepartmental Transfer



Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
667	Minor Software	336	Computer Services	467.00
TOTAL				467.00

REASON: To fund fleet maintenance software (i.e. computer services) for the Rd. Maint. Division, as requested by Jorge Flores, Pct. 1.

DEPARTMENT HEAD SIGNATURE

____ / ____ / ____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37573

2. BB.

CC CONSENT

Meeting Date: 03/20/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct #3 Rd Maint (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:

Funds Available as of 3/14/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/08/2013 02:30 PM
Obdett Calzada	Obdett Calzada	03/14/2013 09:42 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Norma Ceballos		Started On: 03/08/2013 12:25 PM
	Final Approval Date: 03/15/2013	

INTRA-DEPARTMENTAL TRANSFER

DATE: 03/08/13

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

DEPARTMENT 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
890	Pct #3 RD Maint.- Other	540	Pct #3 RD Maint. - Advertising	\$ 2,000.00
TOTAL				\$ 2,000.00

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-37717

2. CC.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. 4 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-466-00-124-077-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

601 --> 431 \$520.00

Funds available as of 03/15/13.

Attachments

Revised LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/15/2013 03:19 PM
Obdett Calzada	Obdett Calzada	03/15/2013 03:29 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Veronica Lopez		Started On: 03/15/2013 02:52 PM
	Final Approval Date: 03/15/2013	

DATE: March 18, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Parks

ACCOUNT NUMBER: 3-1100-466-00-124-077-0-XXX

Contact Person: Veronica Lopez

Ph#: (956) 383-3112 Ext. 4019

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

2013

Intradepartmental Transfer

AI-37717



Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Pct4 CRC- Office & Computer Supplies	431	Pct4 CRC- BLDG&OTHR Struc R&M Srv	\$520.00
TOTAL				\$520.00

REASON: Transfer needed for Guthries Lock & Safe service call.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-37674

2. DD.

CC CONSENT

Meeting Date: 03/20/2013

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 03/15/2013.

Attachments

Pct 4 Rd Maint LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2013 09:43 AM
Ana Galvan	Ana Galvan	03/15/2013 03:32 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Veronica Lopez		Started On: 03/14/2013 08:24 AM
	Final Approval Date: 03/15/2013	

AI-37645

2. EE.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-124-009-0-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 3/14/2013.

Attachments

Pct 4 Parks LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 03:32 PM
Obdett Calzada	Obdett Calzada	03/14/2013 09:51 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Veronica Lopez		Started On: 03/13/2013 10:20 AM
	Final Approval Date: 03/15/2013	

AI-37725

3. A.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Juvenile Probation

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Juvenile Detention (1100):

Approval of 2013 interdepartmental transfer from Co. Wide Adm-Contingency to Juvenile Detention in the amount of \$6,000.00 to fund electricity expenditures.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Erika Zamora		Started On: 03/15/2013 03:44 PM
	Final Approval Date: 03/15/2013	

AI-37663

3. B.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

Approval of 2013 interdepartmental transfer from Pct. 4 Parks (Program 009) to Sanitation (Program 001) in the amount of \$1,553.60.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4X2-00-124-00X-0-XXX

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

BUDGETARY IMPACT:

3-1100-452-00-124-009-0-890 --> 3-1100-432-00-124-001-0-532 \$1,353.60

3-1100-452-00-124-009-0-890 --> 3-1100-432-00-124-001-0-607 \$200.00

Funds available as of 03/13/13

Attachments

Pct 4 Interdept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 03:35 PM
Manuel Chapa	Manuel Chapa	03/14/2013 08:51 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Veronica Lopez		Started On: 03/13/2013 02:53 PM
	Final Approval Date: 03/15/2013	

DATE: March 18, 2013

2013

Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI-37663

ACCOUNT NUMBER: 3-1100-4X2-00-124-00X-0-XXX



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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
3-1100-452-00-124-009-0-890	PCT 4 Parks- Other	(\$1,553.60)
To:		
3-1100-432-00-124-001-0-532	PCT 4 Sanitation- Wireless Devices	\$1,353.60
3-1100-432-00-124-001-0-607	PCT 4 Sanitation- Hsehld & Janitorial Supplies	\$200.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
Transfer needed to cover operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-37397

3. C.

CC CONSENT

Meeting Date: 03/20/2013

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 program (006) to program (083) in the amount of \$10,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$345,306.74 as of 3/15/13.

Attachments

interdep trf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/15/2013 01:06 PM
Roland Garcia	Rolando Garcia	03/15/2013 02:50 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Katia Garcia		Started On: 03/01/2013 01:56 PM
Final Approval Date: 03/15/2013		

DATE: March 15, 2013

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-XXX

2013
TRANSFER
AI-37397



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	(\$10,000.00)
TO		
3-1200-431-00-122-083-0-731	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROADS	\$10,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
Transfer from PCT 2 RD. MAINT into PCT2 THOMAS RD (MCCOLL-JACKSON) PROJECT to cover anticipated expenditures for the PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-37381

3. D.

CC CONSENT

Meeting Date: 03/20/2013

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 1100 from program (008) to program (018) in the amount of \$1,650.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-XXX-00-122-XXX-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 04:46 PM
Roland Garcia	Rolando Garcia	03/08/2013 10:13 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Katia Garcia		Started On: 02/28/2013 04:21 PM
Final Approval Date: 03/15/2013		

DATE: February 28, 2013

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
SAN JUAN CRC (1100)

ACCOUNT NUMBER: 3-1100-XXX-00-122-XXX-0-XXX

2013
TRANSFER
AI-37381



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		
3-1100-452-00-122-008-0-899	PCT2 PARKS-CONTINGENCY	(\$1,650.00)
TO		
3-1100-466-00-122-018-0-431	PCT2 CRC-BLDG & OTHR STRUC R&M SRV	\$1,650.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
Transfer from PCT 2 PARKS into PCT.2 CRC to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-37505

3. E.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Marcie Jackson, COLONIA
ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Various BCAP Projects (1200) :

Approval of 2013 interdepartmental transfer from BCAP program (028) to Ramirez Subdivision program (587) and Ramirez III Subdivision program (589) in the total amount of \$8,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3

ACCT. #: 3-1200-431-00-12X-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available in BCAP-Arch & Eng Srv account as of 3/14/13 in the amount of \$23,779.20.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 09:52 AM
Erika Zamora	Erika Zamora	03/14/2013 04:13 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Marcie Jackson		Started On: 03/06/2013 04:19 PM
	Final Approval Date: 03/15/2013	

DATE: March 6, 2013

DEPARTMENT HEAD: Agapito Vargas Jr.

2013

Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Border Colonia Access Program

AI-37505 03/20/13

ACCOUNT NUMBER: 3-1200-431-00-12X-XXX-0-XXX

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:	
3-1200-431-00-125-028-0- 334	BCAP ARCH & ENG SRV
TO:	
3-1200-431-00-123-587-0- 731	RAMIREZ SUBDIVISION ROADS
3-1200-431-00-123-589-0- 731	RAMIREZ SUBDIVISION #3 ROADS

TOTAL BUDGET INCREASE (DECREASE)

REASON: Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE



AMOUNT
(8,000.00)
4,000.00
4,000.00
-

--

ATTEST, COUNTY CLERK

AI-37529

3. F.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Marcie Jackson, COLONIA
ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

PCT. 3 (1312):

Approval of 2013 interdepartmental transfer from program (055) Ariel Hinojosa Subdivision to program (587) Ramirez Subdivision and program (589) Ramirez III Subdivision in the total amount of \$3,355.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3

ACCT. #: 3-1312-431-00-123-055-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/07/2013 03:29 PM
Roland Garcia	Rolando Garcia	03/08/2013 10:08 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Marcie Jackson		Started On: 03/07/2013 02:48 PM
Final Approval Date: 03/15/2013		

DATE: March 7, 2013

DEPARTMENT HEAD: Agapito Vargas Jr.

2013

Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Border Colonia Access Program

AI-37529 03/19/13

ACCOUNT NUMBER: 3-1312-431-00-123-055-0-899

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:		
3-1312-431-00-123-055-0- 899	ARIEL HINOJOSA SUBDIVISION	CONTINGENCY
3-1312-334-30-123-055-0-000	PCT.3 BCAP III-ARIEL HINOJOSA S/D	REVENUE
TO:		
3-1312-431-00-123-587-0- 733	RAMIREZ SUBDIVISION	DRAINAGE DITCHES
3-1312-334-30-123-587-0-000	PCT3 BCAP III-RAMIREZ SUB	REVENUE
3-1312-431-00-123-589-0- 733	RAMIREZ SUBDIVISION #3	DRAINAGE DITCHES
3-1312-334-30-123-589-0-000	PCT3 BCAP III-RAMIREZ NO 3 SUB	REVENUE

TOTAL BUDGET INCREASE (DECREASE)

REASON: Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE



AMOUNT
(3,355.40)
(3,355.40)
1,866.85
1,866.85
1,488.55
1,488.55
-

--

ATTEST, COUNTY CLERK

AI-37688

3. G.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

Approval of 2013 interdepartmental transfer from Pct. 4 Rd Maint (Program 007) to Adm (Program 005) in the amount of \$600.00.

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:

3-1200-431-00-124-007-0-890 --> 3-1200-431-00-124-005-0-780 \$600.00

Funds available as of 03/14/13

Attachments

Pct 4 Interdept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/14/2013 03:11 PM
Manuel Chapa	Manuel Chapa	03/15/2013 08:30 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Veronica Lopez		Started On: 03/14/2013 02:04 PM
	Final Approval Date: 03/15/2013	

DATE: March 18, 2013

2013

Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI-37688

ACCOUNT NUMBER: 3-1200-431-00-124-00X-0-XXX



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

Contact: Veronica Lopez

Ph#: 956-383-3112 Ext. 4019

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
3-1200-431-00-124-007-0-890	PCT 4 Rd Maint- Other	(\$600.00)
To:		
3-1200-431-00-124-005-0-780	PCT 4 ADM- Capital Leases	\$600.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:
Transfer needed to cover Xerox lease agreement (Req # 233291).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-37647

4. A.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 03-20-13

Pct 2 & 4 Cert Plat & Utility Status 03-20-13

Pct 2 & 4 Water Service Availability

Pct 3 Water Service Availability 03-20-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/13/2013 12:17 PM
Olga Garza	Olga Garza	03/14/2013 02:08 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Irma Castillo		Started On: 03/13/2013 10:40 AM
	Final Approval Date: 03/15/2013	

PLANNING DEPT. PCTS 1 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Martina Herrera	1-9878
2.	Abigail Sanchez	1-9882
COMM. COURT: March 20, 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

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

Precinct 1 2 3 4

Application No: 1-9878

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: Martina Herrera

Address: 5912 Lucero del Norte St
Weslaco TX 78596

Phone: (956)261-8202

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

Water Supplier: N/A

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

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

regarding the land described as:

COLONIA LUCERO DEL NORTE PH 1 LOT 43

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 11-26-84);

(verified by Gilbert Pecora);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 7-9878

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: Martina Herrera

Address: 5912 Lucero del Norte St.

Weslaco, TX 78596

Phone: (956) 261-8202

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

COLONIA LUCERO DEL NORTE PH 1 LOT 43

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Martina Herrera 3-08-13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

3/13/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9878
Mar. 8, 2013

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

C7380-00-000-0043-00

[1] OWNER: HERRERA, MARTINA
5912 LUCERO DEL NORTE ST.
WESLACO TX 78596
Telephone No. 261-8202

[7] LEGAL DESC./NAME OF SUBDIVISION
COLONIA LUCERO DEL NORTE PH 1
LOT 43

[2] CONTRACTOR: SELF

LOCATION: 0 MILE 2 & MILE 11

[3] WATER SYSTEM: N AL

[8] SEWAGE: EXIST

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

[9] CONSTRUCTION TYPE: META

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

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

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

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:25' SIDES:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

FOR COUNTY USE ONLY
APPLICATION FEES

Prepared by

Date

OTHER _____

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

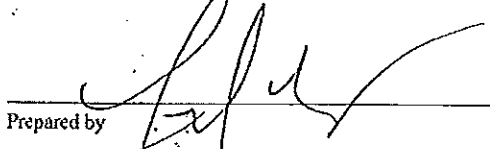
Flood Zone: NO

Panel No. /Suffix: 0450C Pct: 0

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

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



3/8/13
Date

JONATHAN LOPEZ
Approved by

3/07/13
Date

Martina Herrera
Signature of Owner or Applicant

3/8/13
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.

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.

DEED OF TRUST

Date: April 07, 2009

Grantor: MARTINA HERRERA and EFRAIN HERRERA

Grantor's Mailing Address (including county): 7607 Hurbide Street
Weslaco, Texas 78596
Hidalgo County

Trustee: LOUIS C. BROWN

Trustee's Mailing Address (including county): 1207 Conway
Mission, Texas 78572
Hidalgo County

Beneficiary: FIVE L DEVELOPMENT, Ltd.

Beneficiary's Mailing Address (including county): P. O. Box 631
Mission, Texas 78573
Hidalgo County

Note(s)

Date: April 07, 2009

Amount: TWENTY-THREE THOUSAND AND NO/100THS DOLLARS (\$23,000.00)

Maker: MARTINA HERRERA and EFRAIN HERRERA

Payee: FIVE L DEVELOPMENT, Ltd.

Final Maturity Date: April 07, 2029

Terms of Payment (optional): Principal and interest shall be due and payable in monthly installments of Two Hundred Eighty-Six and 01/100ths DOLLARS (\$286.91) each, payable on the 07th day of each and every calendar month, beginning May 07, 2009 and continuing regularly thereafter until April 07, 2029, on which last mentioned date the entire unpaid balance of principal and interest then owing shall become immediately due and payable. The interest being calculated on the unpaid principal to the date of each installment paid and the payment made credited first to the discharge of the interest accrued and the balance to the reduction of the principal.

Property (including any improvements):

Lot Forty-Three (43), COLONIA LUCERO DEL NORTE SUBDIVISION, Hidalgo County, Texas, according to the Re-Plat Map recorded in Volume 54, Page 63, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

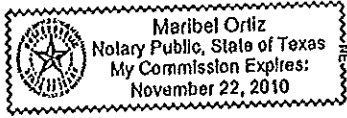
Prior Lien(s) (including recording information): A lien securing a promissory note, dated September 15, 2005, which is described in and secured by a Deed of Trust filed for record under Document No. 1527360, of the Official Records of Hidalgo County, Texas.

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 4th day of May, 2009, by MARTINA HERRERA
and EFRAIN HERRERA.

COPI



Maribel Ortiz

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

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ___ day of ___, 20 __, by

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

Notary's commission expires:

AFTER RECORDING RETURN TO:
FIVE L DEVELOPMENT, Ltd.
P. O. Box 631
MISSION, TEXAS 78572

PREPARED IN THE LAW OFFICE OF:



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.
Westlaco, 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: 1-9882

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: Abigail Sanchez

Address: 2722 Hawaii
Westlaco TX

Phone: 956 647-7573

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

Water Supplier: North Alamo Water

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

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

regarding the land described as:

VISTA RIBE ACRES LOT 35

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 8-06-09);

(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
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. Sesln, P.E., CFM
Planning Administrator

Precinct 2 3 4

Application No: 1-9882

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: Abigail Sanchez
Address: 2722 Hawaii
Weslaco TX 78596
Phone: (956) 647-7573

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

Usta Ridge Acres U# #35

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Abigail Sanchez
Requesting Party (Signature)

3/8/13
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:

3/13/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9882
Mar. 8, 2013

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

V4348-00-000-0035-00

[1] OWNER: SANCHEZ, ABIGAIL

2722 HAWAII
WESLACO TX 78596
Telephone No. 647-7573

[7] LEGAL DESC./NAME OF SUBDIVISION
VISTA RIDGE ACRES LOT 35

LOCATION: 0 FM 88 & MILE 19

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: META

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

[10] EST. COST OF CONST.: \$34,999

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:55' SIDES:6'
MIN. ELEV. ABOVE TOP CENTERLINE OF ST. 18"

**FOR COUNTY USE ONLY
APPLICATION FEES**

OTHER _____
TOTAL AMOUNT \$30.00

Light (X) _____ Water (X) _____

Flood Zone: NO
Panel No. / Suffix: 03500 Pct: 0

Community No.: 980334

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 [Signature]

Date 3/8/13

Approved by [Signature]

Date 2/28/13

Signature of Owner or Applicant [Signature]

Date 3/8/13

[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 6, 2013

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

2381117

Grantee: Abigail Sanchez and Genoveva Nava

Grantee's Mailing Address (Including county):
2722 Hawaii Dr.
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of 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) 35, 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

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

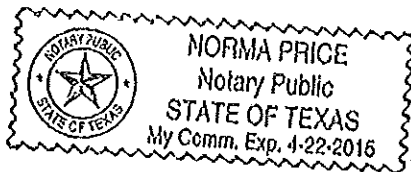
Jack McClelland
Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 6th day of February, 2013, by Jack McClelland.

Norma Price
Notary Public, State of Texas



PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Rosa N. Moya	4-12185
2.	Arturo Chapa	4-12133
3.	Melissa Landaverde	4-12187
4.	David Maravilla C/O Rebeca Valdez	4-11871
5.	Hilda J. Lucero	4-12191
6.	Gilberto Malacara	4-7656
	COMM. COURT: March 20, 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: 4-12185

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: Rosa N. Moya

Address: 3310 Mossy Oak Dr.
Edinburg TX 78542

Phone: (956) 223-7297

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	<u>Chardo Ray</u> Authorized Signature
Inspection/Permit No:		<u>Sewer</u>
Date Approved:	<u>1 1</u>	<u>3 12 11</u>

Water Supplier: N/A

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

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

regarding the land described as:

Lot 28, Oakland Village Phase I

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;
no water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;

(Date approved 072104;

(verified by Munir Gadi);

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;

(verified by Chardo Ray);

no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;

(verified by Chardo Ray);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(verified by Munir Gadi);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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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:

4-12/85

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: Rosa N. Moya

Address: 3310 Mossy Oak Dr.
Edinburg Tx 78542

Phone: (956) 223-7297

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

Lot 28, Oakland Village Phase I

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Rosa n moya
Requesting Party (Signature)

3-12-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

05/13/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12185
Mar. 11, 2013

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

O0480-01-000-0028-00

[1] OWNER: MOYA, ROSA NELLY & DANIEL
MOYA GUILLEN
2204 E. TRENTON RD.
EDINBURG, TX. 78542
Telephone No. 223-7297

[7] LEGAL DESC./NAME OF SUBDIVISION
OAKLAND VILLAGE LOT 28

[2] CONTRACTOR: SELF

LOCATION: 0 WISCONSIN & R. LONGORIA

[3] WATER SYSTEM: N AL

[8] SEWAGE: PUBLI

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

[9] CONSTRUCTION TYPE: BRIC

[5] SIZE OF STRUCTURE: 3,450 Sq. Ft.

[10] EST. COST OF CONST.: \$130,000

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

[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 20' FINISH FLOOR OF ELEV
18" FROM STREET.

FOR COUNTY USE ONLY
APPLICATION FEES

Ylan W. Castillo 3/11/13
Prepared by Date

OTHER _____
TOTAL AMOUNT \$30.00

Rudy Rios 3/8/13
Approved by Date

Light [X] Water [X]

Flood Zone: NO 0425-C
Panel No. /Suffix: Pct: 4

Community No.: 480334

Certification of Elevation
Required: ___ YES NO ___ BFE

Daniel Moya 3/11/13
Signature of Owner or Applicant 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.

[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.

WARRANTY DEED

DATE: February 26, 2013

GRANTOR: Eduardo Ruano dba ER Custom Homes

GRANTOR'S MAILING ADDRESS (including county): 621 Cardinal Ave
McAllen, Hidalgo County, Texas 78504

GRANTEE: Rosa Nelly Moya and Daniel Moya Guillen

GRANTEE'S MAILING ADDRESS (including county): 2204 E. Trenton
Edinburg, Hidalgo County, Texas 78539

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

PROPERTY: All of Lot 28, OAKLAND VILLAGE PHASE I, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 45, Pages 118-120, 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:

Dated July 23, 2004, filed July 26, 2004 under Document Number 1362204; dated July 27, 2004, filed July 28, 2004 under Document Number 1362892 and dated July 27, 2004, filed July 28, 2004 under Document Number 1362895, all in the Official Records and Volume 45, Pages 118-120, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Annual maintenance charge and/or current assessments as set forth in instrument dated July 23, 2004, filed July 26, 2004 under Document Number 1362204, dated July 27, 2004, filed July 28, 2004 under Document Number 1362892, dated July 27, 2004, filed July 28, 2004 under Document Number 1362895 and dated January 24, 2012, filed February 7, 2012 under Document Number 2012-2278769, all Official Records, Hidalgo County, Texas.

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

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Oakland Village

Management Certificate for Homeowners Association as shown by instrument filed October 28, 2009 under Document Number 2009-2047002, Official Records of Hidalgo County, Texas.

Oakland Village Ltd Community Manuel as shown by instrument dated January 24, 2012, filed February 7, 2012 under Document Number 2012-2278769, Official Records of Hidalgo County, Texas.

Any part thereof lies within canal rights of way claimed in fee simple by Hidalgo County Irrigation District No. 2 is expressly excluded from coverage of this policy.

Rights of parties in possession.

Visible and apparent easements on or across the property herein described.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

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

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

GRANTOR:

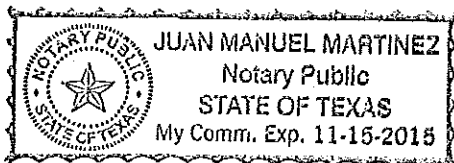
By: 

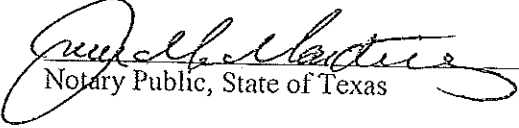
Name: Eduardo Ruano dba ER Custom Homes

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 26th day of February, 2013, by Eduardo Ruano, Individually and dba ER Custom Homes.




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: 4-12133

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: Arturo Chapo

Address: Seminole Valley # Lot 20
Edinburg Tx

Phone: (956) 239 1459

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	<u>Charles Rauer</u> Authorized Signature
Inspection/Permit No:		<u>Pre Installed</u>
Date Approved:	<u>1 1</u>	<u>3 11 113</u>

Water Supplier: N.A.W.S

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

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

regarding the land described as:

Seminole Valley #4 Lot 20

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

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

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court; 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 8-9-05);

(verified by Flora Castillo);

(verified by Charles Rauer);

(verified by Charles Rauer);

(verified by Flora Castillo);

Flora 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

Precinct 1 2 3 4

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

Application No:

4-12133

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

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

PARTY MAKING REQUEST:

Name: Arturo Chapa

Address: Seminole Valley #4 Lot 20

Phone: (956) 239 1459

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

Seminole Valley #4 lot 20

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Arturo Chapa
Requesting Party (Signature)

3/11/13
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:

3/12/13
Date

Howe Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12133

Feb. 19, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1304 S. 25th Ave
TEL 318-2840

EDINBURG TX 78539
FAX 318-2844

S2440-04-000-0020-00

[1] OWNER: CHAPA, ARTURO & MARIA I.

901 E. SIOUX RD. UNIT #76
PHARR, TX. 78577

Telephone No. 239-1459

[7] LEGAL DESC./NAME OF SUBDIVISION
SEMINOLE VALLEY #4 LOT 20

LOCATION: 0 MINNESOTA & OWASSA

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

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

[10] EST. COST OF CONST.: \$30,000

[5] SIZE OF STRUCTURE: 1,938 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' EAST SIDE 6' REAR 55' WEST SIDE 10'

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO 0425C. Pct: 4
Panel No. /Suffix: _____

Community No.: 400334

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.

Arturo Castillo 2/19/13
Prepared by Date

Rudolph Rioo 2/1/13
Approved by Date

Maria Chapa 2/19/13
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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: September 6, 2011

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

Grantee: Arturo Chapa and Maria I Chapa

Grantee's Mailing Address (including county):
901 E Sioux Rd Unit #76
Pharr, Texas 78577
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 Four Hundred Dollars and No Cents (\$32,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 20, Seminole Valley Subdivision No. 4, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 48, Page 146-148, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
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 Seminole Valley Subdivision, No. 4, as shown on the plat thereof, recorded in Volume 48, Page 146-148, Map records of Hidalgo County, Texas;
12. Subdivision Restrictions filed for record under in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property;
13. A lien securing a promissory note (the "Prior Note"), dated April 22, 2004, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1332964. 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.

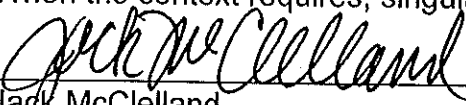
Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs,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

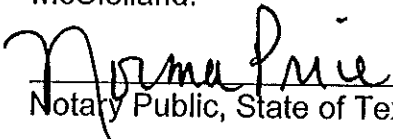


Jack McClelland

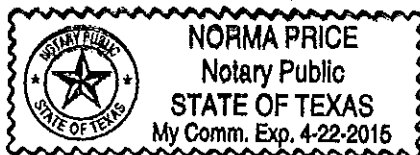
(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 6th day of September, 2011, 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 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: 472187

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: Melissa Landavande

Address: 4700 Wynn Drive
Donna, TX. 78537

Phone: 956-534-2624

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

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: 232943 003
 Temporary Pole Permanent Service

regarding the land described as:

Wynn Ranches Lot 14

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 4-28-09);

(verified by Flora Castillo);

(verified by [Signature]);

(verified by [Signature]);

(verified by Flora Castillo);

Flora 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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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: 4-12187

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: Melissa Landaurd

Address: 4700 Wynn Ranch
Donna Texas 78537

Phone: 956-534-2624

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

Wynn Ranches Subdivision Lot 14

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Melissa Landaurd 3-11-13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) As part

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

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

3-11-2013
Date

Flora Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12187

Mar. 11, 2013

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

W9050-00-000-0014-00

[1] OWNER: CHAVEZ, MELISSA LANDAVERDE

4706 WYNN DR.
EDINBURG, TX. 78542

Telephone No. 570-6964

[7] LEGAL DESC./NAME OF SUBDIVISION

WYNN RANCHES LOT #14
4/18/12NAVE
4/19/12MV232943-003/E

LOCATION: 0 ALBERTA & VALVERDE

[2] CONTRACTOR: SELF

[8] SEWAGE:

[3] WATER SYSTEM:

[9] CONSTRUCTION TYPE:

[4] PURPOSE OF APPLICATION: MOVED BUILDING

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

[5] SIZE OF STRUCTURE: 1,440 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RESIDENTIALMOBILE-HOME

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA
REGULATIONS FRONT-25' REAR-35' NORTH SIDE-15'
SOUTH SIDE-6'

**FOR COUNTY USE ONLY
APPLICATION FEES**

OTHER _____

TOTAL AMOUNT \$30.00

Light []

Water []

Flood Zone:

Panel No. /Suffix: V80331 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.

Rocky Piz 3-11-13
Prepared by Date

Rocky Piz 1-11-12
Approved by Date

X Manuel Rodriguez 10-11-13
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.

WYNN RANCHES SUBDIVISION, Hidalgo County, Texas, Doc No. 1993961, Off Rec Hid Cty TX.

NOTICE OF CONFIDENTIALITY RIGHTS

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

Special Warranty Deed with Vendor's Lien

1. Date: March 22, 2012
2. Grantor: Garco, Ltd., A Texas Limited Partnership
3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539
4. Grantee: MELISSA LANDAVERDE CHAVEZ
5. Grantee's Mailing Address: 919 East Hwy 495, San Juan, Hidalgo County, Texas 78541
6. Consideration: Ten and No/100THS (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Twenty Six Thousand Four Hundred and No/100ths Dollars (\$26,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.
7. Property: Lot Fourteen (14), WYNN RANCHES SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 1993961, Official Records of Hidalgo County, Texas.
8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:
 - A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
 - B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
 - C. Anything an on-the-ground A-1 survey would reveal.
 - D. The taxes for the year 2012 and subsequent years.
 - E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.
10. Prior Liens: Deed of Trust recorded under Document No. 1893696, Official Records, Hidalgo County, Texas

4, WYNN RANCHES SUBDIVISION, Hidalgo County, Texas, Doc No. 1993961 , Off Rec Hid Cty TX

- 11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):
- 12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.
- 13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.
- 14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**
- 15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.
- 16. Signature:

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

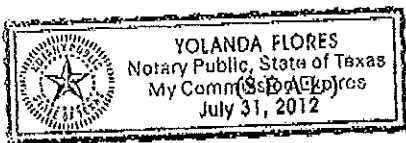
By: [Signature]
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 23rd day of March, 2012, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.



[Signature]
Notary Public, State of Texas
My Commission Expires: 7-31-2012

After Recording Return To:

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



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: 4-11871

Precinct 1 2 3 4

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:

Job
Name: Rebeca Valdez

owner
Name: David Maravilla

Address: 15709 mile 80 north Rd.
Edinburg tx 78541

Phone: 956-563-5856

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

Water Supplier: North Alamo

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

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

regarding the land described as: Guerrero Valley Est. #2 67181

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;

(Date approved 3-15-05);

(verified by Raul E. Sesin);

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

(verified by _____);

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

(verified by _____);

electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(verified by Raul E. Sesin);

R. Sesin
Planning Administrator

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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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: 4-11871

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: Rebeca Valdez
Address: David Maravilla
15709 mile 20 north Rd.
Edinburg Tx. 78541
Phone: (956) 563-5856

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

European Valley Est #2 lot 181

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

David Maravilla
Requesting Party (Signature)

3-6-13
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:

3/6/13
Date

Raul E. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11871
Oct. 15, 2012

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

E8250-02-000-0181-00

[1] OWNER: MARAVILLA, DAVID
1822 AGUAFINA APT. 3
EDINBURG, TX. 78542
Telephone No. 560-0963

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #2
LOT 181

LOCATION: 0 URESTI & MILE 20

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

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

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

[5] SIZE OF STRUCTURE: 1,867 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACK
FRONT 50' SIDE'S 6' REAR 35'

FOR COUNTY USE ONLY
APPLICATION FEES

[Signature] 10/15/12
Prepared by Date

OTHER _____
TOTAL AMOUNT \$30.00

[Signature] 5/2/12
Approved by Date

Light [X] Water [X]
Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4
Community No.: 480534
Certification of Elevation
Required: YES NO BFE

[Signature] Oct 15, 2012
Signature of Owner or Applicant 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.

[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.

1403027

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: April 18, 2005

Grantor: Evergreen Valley Inc., a Texas Corporation

Grantor's Mailing Address:

3714 S. Exp. 281

Edinburg, Texas 78539

Grantee: David Maravilla

Grantee's Phone Number: (956)380-0668

Grantee's Mailing Address (including county):

Rt. 15, Box 1895

Edinburg, Texas 78539

Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Seven Thousand Nine Hundred Fifty Dollars and no/100's(\$27,950.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 181, Evergreen Valley Estates, Phase II, as shown by the map or plat thereof recorded in Volume 47, Page 85-97, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

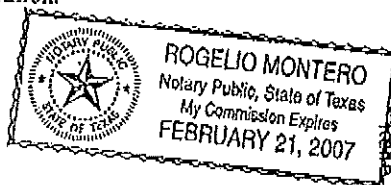
BY: [Signature]
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the April 18, 2005, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

[Signature]
Notary Public, State of Texas



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

On: Jan 15, 2005 at 09:25A
As a Recording

Document Number: 1483827
Total Fees: 16.00

Receipt Number - 683405
By: [Signature]
Deputy

FOR RECORDING RETURN TO:

Evergreen Valley Inc.
4 S. Exp. 281
Hidalgo, Texas 78539

1 Warranty Deed

2



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: U-1291

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: Hilda J Loreyo

Address: 4123 Blackhawk St
Edinburg, Tx 78539

Phone: (956) 393-8749

Approved by Environmental Health:	Temporary Service —	Final Service <u>[Signature]</u>
Inspection/Permit No:	Authorized Signature —	Authorized Signature <u>49205</u>
Date Approved:	<u>1 1</u>	<u>3 12 13</u>

Water Supplier: NAWSC

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

Account/ESI No.: NA
 Temporary Pole Permanent Service

regarding the land described as: TEXAS ESTATED LOT 8

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

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

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court; 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 12-18-12);

(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.
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: 4-12191

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: Hilda J. Lucera

Address: 4123 Blackhawk St.

Edinburg, Tx 78539

Phone: (956) 393-8749

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

TEXCO Estates lots

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Hilda J. Lucera
Requesting Party (Signature)

3/11/13
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:

3/11/13
Date

Franco Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12191

Mar. 11, 2013

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

T2421-00-000-0008-00

[1] OWNER: LUCERO, HILDA J.
4123 BLACKHAWK ST.
EDINBURG, TX. 78539
Telephone No. 393-8749

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

LOCATION: 0 TEXAS & C. CHAVEZ

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

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

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

[5] SIZE OF STRUCTURE: 4,191 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
NO

[6] USE OF BUILDING: RESIDENTIAL NEW-HOUSE

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

FOR COUNTY USE ONLY
APPLICATION FEES

Prepared by [Signature] Date 3-11-13

Approved by [Signature] Date 2-27-13

Signature of Owner or Applicant [Signature] Date 3/11/13

OTHER
TOTAL AMOUNT \$30.00

Light [X] Water [X]

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

Community No.: 0395-D

Certification of Elevation Required: YES NO BFE

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

[NOTICE]

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

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

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: January 15, 2013

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

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

Grantee: HILDA J LUCERO, a married person

Grantee's Mailing Address: 4123 Black Hawk St
Edinburg, Hidalgo County, Texas 78539

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 8, 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.

4. All oil, gas, and other minerals reserved in deed dated September 1, 1966, recorded in Volume 1157, Page 966, Deed Records, and dated July 15, 2004, filed August 4, 2004, under Document Number 1365675, Official Records, Hidalgo County, Texas.
5. Right of way easement in favor of Tennessee Gas Transmission Company, as shown by instrument dated June 5, 1950, recorded in Volume 692, Page 89, Deed Records of Hidalgo County, Texas.
6. All oil, gas, and other minerals reserved in deed dated September 1, 1946, recorded in Volume 574, Page 633, Deed Records, and dated July 15, 2004, filed August 4, 2004, under Document Number 1365675, Official Records, Hidalgo County, Texas.
7. Statutory easements, rules, regulations, and rights in favor of Hidalgo County, Irrigation District No. 2.
8. Road easements as shown on the map of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas.
9. Pipeline right of way easement claimed by Hidalgo County Irrigation District No. 2 by virtue of a deed recorded in Volume 19, Page 201, Deed Records of Hidalgo County, Texas.
10. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
11. Taxes for the year 2013, and subsequent years, the payment of which is assumed by Grantee. Special assessments due to change of ownership and/or usage shall be assumed by Grantee.

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

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

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

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

ENBEN SOUTH TEXAS, LTD., a Texas limited partnership

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

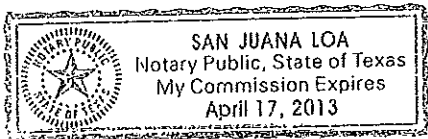
Its: **General Partner**

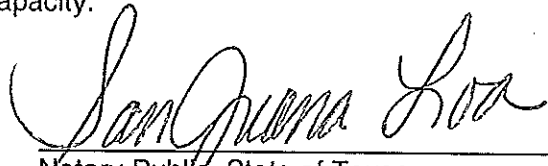
By: 
_____ **KYNDEL W. BENNETT**, President

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on January 17, 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.




_____ **San Juana Loa**
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.
Westlaco, 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: 4-7656

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: Gilberto MALACARA

Address: 9003 LAKEWAY, DR

Edinburg, Texas 78541

Phone: (956) 562-8905 280-2649

Approved by Environmental Health:	Temporary Service	Final Service
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:		
	<u>1 1</u>	<u>49 194</u> <u>3 18 13</u>

Water Supplier: EDINBURG WATER

Utility Provider: J.M.V.E.C. AEP

Account/ESI No.: 10032789405216377

Temporary Pole Permanent Service

regarding the land described as:

Palm Lake S/D Lot 10A Bk. 8

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

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

- YES A plat has been prepared;
- YES A plat has been reviewed and approved by the Commissioners Court;
- 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 2-18-48);

(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
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:

4-7652

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: Gilberto Malacora

Address: 2003 LAKEWAY DR

Edinburg TEXAS 78541

Phone: (956) 562-99-05

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

Palm Lake lot 10th Blk. 2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Gilberto Malacora
Requesting Party (Signature)

7/23/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

3/13/13
Date

Florencio Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-7656

Jun. 10, 2008

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

P0900-00-002-0010-01

[1] OWNER: MALACARA, GILBERTO & TERESA

[7] LEGAL DESC./NAME OF SUBDIVISION
PALM LAKE BLK 2 LOT 10

RR. 22 BOX 930
EDINBURG, TX 78540-0780

Telephone No. 239-0212

LOCATION: 0 2812 & SEMINARY RD.

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: SHAR

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$15,000

[5] SIZE OF STRUCTURE: 1,120 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS.FRONT 25' SIDE 6' REAR
15' . 18" ABOVE NATURAL GROUND.

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

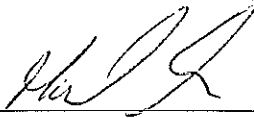
Light [] Water []

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

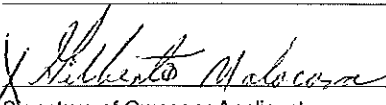
Community No.: 480334

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 06/10/08


Approved by _____ Date 06/10/08


Signature of Owner or Applicant _____ Date 6/10/08

[NOTICE]

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

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

WARRANTY DEED

1890977

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM E. DAVIS and BEVERLY D. HARRELL, not joined herein by our spouses as the property being conveyed herein does not constitute any part of our homestead, being heirs of the deceased FLOYD H. DAVIS evidenced by his Last Will and Testament filed in Hidalgo County Texas records #895586,

For cash and payment in full of Contract for Deed dated November 19th, 1991, and TEN DOLLARS AND NO/100'S (\$10.00)-----DOLLARS and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

Have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto,

GILBERTO MALACARA and wife, TERESA MALACARA,

Of the County of Hidalgo and State of Texas, all of the following real property situated in Hidalgo County, State of Texas, and being more fully described as follows, to-wit:

Lot 10, Block 2, Palm Lake Subdivision of Hidalgo County, Texas, as per map or plat thereof recorded in Volume, Map Records of Hidalgo County, Texas.

- SUBJECT to all oil, gas and other minerals of record
- SUBJECT to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto, and Hidalgo Planning and Zoning regulations therein.
- SUBJECT to easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- SUBJECT to all visible easements.
- SUBJECT to all real estate taxes assessed on property as of purchase date November of 1991.

TO HAVE AND TO HOLD the above described premises, together with all and the singular rights and appurtenances thereto in any wise belonging, unto the said GILBERTO MALACARA and wife, TERESA MALACARA, their successors and assigns forever; and they do hereby bind themselves, their successors and assigns to WARRANT AND GUARANTEE TITLE to property only.

GILBERTO MALACARA and wife, TERESA MALACARA, their

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

EXECUTED this 8 day of May, A.D. 2008.

William E. Davis
WILLIAM E. DAVIS

Beverly D. Harrell
BEVERLY D. HARRELL

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on the 8 day of
May, 2008 by WILLIAM E. DAVIS

Angie Hodson 00013724
Notary Public, State of Oklahoma
My Commission Expires: 8-17-08

ACKNOWLEDGEMENT

THE STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 12th day of
May, 2008 by BEVELY D. HARRELL

MARY LOU MOHR
Oklahoma County
Notary Public in and for
State of Oklahoma
Comm. # 00014244 Exp. 9-24-08

Mary Lou Mohr
Notary Public, State of Oklahoma
My Commission Expires: Sept. 24, 2008

AFTER RECORDING RETURN TO:

Davis
8301 N. Ware Road
McAllen, Texas 78504

Filed for Record
Hidalgo County
by Arturo Guajardo
County Clerk
On: May 16, 2008 at 11:22 AM
As a Record #3
Document Number: 182437
Total Fees: \$2.00
Receipt Number: 000001
MaryLou Conti - Justice

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY		
	APPLICANT	APPLICATION NO.
1.	Francisco R. Sarmiento	4-12132
	COMM. COURT: March 20, 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: 4-12132

02-19-13

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

Upon the application of:

Name: Francisco R. Sarmiento

Address: 4702 Rio Grande Care Rd.
Edinburg, TX
78541

Phone: (630) 461-4876

Approved by Environmental Health:	Temporary Service _____	Final Service <u>[Signature]</u>
Inspection/Permit No:	Authorized Signature _____	Authorized Signature <u>11786</u>
Date Approved:	<u>1 1</u>	<u>2/12/13</u>

Water Supplier: Sharyland Water Supply Corp.

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

Account/ESI No.: 10032789458640448
 Temporary Pole Permanent Service

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

Francisco R. Sarmiento
Ramseyer Gardens Lot 57 (3.161 acres)

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

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on March 11, 2013, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

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

-OR-

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

[Signature]
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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956-205-7045
956-205-7049

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

Precinct 1 2 3 ④

Application No:

4-12132
02-19-13

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Francisco R. Sarmiento

Known to me [or proved to me in the oath of Driver's License or through Driver's License (description of federal or state government ID card with photograph and signature)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Ramsayer Gardens Lot 57 (3.161 acres) ."

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

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

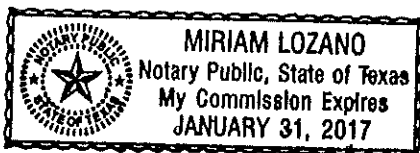
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

[Signature] (Signature)

SUBSCRIBED AND SWORN TO before me on March 11, 2013, to certify which, witnesses my hand and seal of office.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12032
Jan. 10, 2013

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

S0556-00-00-0014-00 SAN CLEMENTE LOT 14

[1] OWNER: MARIA ANTIA GARCIA
8012 SAN CLEMENTE AVE
EDINBURG TX 78542

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN CLEMENTE LOT #14

Telephone No. 563-0542

LOCATION: 0

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: META

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

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


[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES X-20

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FROHNT 25' REAR15' SIDES 6'
FINISH FLOOR ELEV. 18" ABOVE STREET

FOR COUNTY USE ONLY
APPLICATION FEES


Prepared by _____ Date 1-10-13

OTHER _____
TOTAL AMOUNT \$30.00

R.R
Approved by _____ Date 1-9-13

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 03259 Pct: 0

Community No.: 490334

Certification of Elevation
Required: YES NO BFE


Signature of Owner or Applicant _____ Date 1-10-13

- 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.

Recorded On: 2010-May-05 As: 2100465

2100465

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

General Warranty Deed

Date: April 28, 2010

Grantor: MARIA LOUISA LONGORIA, HERIBERTO LONGORIA, JR., JOEL LONGORIA, JAIME LONGORIA, CRISELDA LONGORIA AND LUIS ANTONIO RINCONES, as our sole and separate property and estate

Grantor's Mailing Address: P.O. Box 543
McAllen, Texas 78505
Hidalgo County

Grantee: FRANCISCO H. SARMIENTO

Grantee's Mailing Address: 502 Lacy Ave.
Streamwood, Illinois 60107
Cook County

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):
A tract of land out of Lot 57, RAMSEYER GARDENS SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 9, Page 16, Map Records of Hidalgo County, Texas; said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod set for the Southwest corner of Lot 57, said rod being the PLACE OF BEGINNING and the Southwest corner of this tract;

THENCE, North 8 degrees, 59 minutes East along the West line of Lot 57 (also being the centerline of a 40 foot County road), a distance of 141.04 feet to a concrete nail set, said nail being the Northwest corner of this tract;

THENCE, South 81 degrees 31 minutes East and parallel to the South line of Lot 57, passing a 1/2 inch iron rod set at 20.0 feet for the East right of way line of said 40 foot County Road, a total distance of 975.48 feet to a 1/2 inch iron rod set, said rod being the Northeast corner of this tract;

THENCE, South 8 degrees 36 minutes West along a fence line, a distance of 141.04 feet to a 1/2 inch iron pipe found, said pipe being the Southeast corner of the tract;

THENCE, North 81 degrees 31 minutes West, along the South line of Lot 57, passing a 1/2 inch iron rod set a 956.42 feet for the East right of way line of a 40 foot County road, a total distance of 976.42 feet to the PLACE OF BEGINNING. Said tract containing within these metes and bounds 3.161 acres of land, more or less.

Reservations from and Exceptions to Conveyance and Warranty:
Subject To:

Right-of-Way Easement granted by Alfred H. Keith and wife, Bessie M. Keith to Trunkline Gas Company, by instrument dated July 3, 1950 recorded in Volume 698, Page 107, Deed Records of Hidalgo County, Texas.

A Road Easement along the West side of subject property as shown on plat recorded in Volume 9, Page 16, Map Records of Hidalgo County, Texas.

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

Easements, or claims of easements, which are not of public record.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

All oil, gas and other minerals except 1/8th of the customary 1/8th non-participating royalty interest.

Oil, Gas and Mineral Leases executed by Joyce E. Murrell, et al, to Meisno Energy, LP by instruments filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Nos. 1587752, 1587753, 1587754, 1587755, 1593547, 1593548, 1604808, 1604810, 1604811, 1604812, 1604813 and 1604814.

Subdivision regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City
Page 1 of 3

SIERRA TITLE CO.
OF No. 210-1045 / 3/38992

Recorded On: 2010-May-06 As: 2100455

wherein the subject property lies or holds extra-territorial jurisdiction.

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.

All ad valorem taxes for the year 2010 and all subsequent years.

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

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

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

Maria Luisa Longoria
MARIA LOUISA LONGORIA

Heriberto Longoria, Jr.
HERIBERTO LONGORIA, JR.

Joel Longoria
JOEL LONGORIA

Jaime Longoria
JAIMÉ LONGORIA

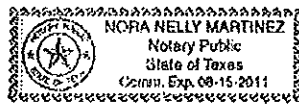
Criselda Longoria
CRISELDA LONGORIA

Luis Antonio Rincones
LUIS ANTONIO RINCONES

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 29th day of April, 2010, by MARIA LOUISA LONGORIA.

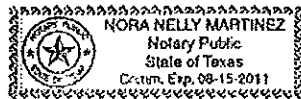


Nora Nelly Martinez
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 29th day of April, 2010, by HERIBERTO LONGORIA, JR.



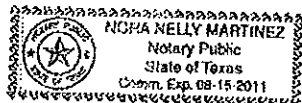
Nora Nelly Martinez
Notary Public, State of Texas

Recorded On: 2010-May-05 As: 2160465

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 29th day of April, 2010, by JOEL LONGORIA.

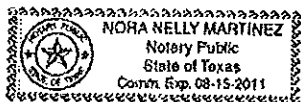


Nora Nelly Martinez
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 29th day of April, 2010, by JAIME LONGORIA.

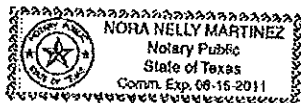


Nora Nelly Martinez
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 29th day of April, 2010, by CRISELDA LONGORIA.

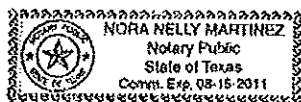


Nora Nelly Martinez
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 29th day of April, 2010, by LUIS ANTONIO RINCONES.



Nora Nelly Martinez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FRANCISCO SARMIENTO
302 Lacy Ave.
Streamwood, Illinois 60107

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF#2101045;SD/a

PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY		
	APPLICANT	APPLICATION NO.
1.	Hilda E. Zuniga	3-13313
COMM. COURT: March 20, 2013		



PLANNING DEPARTMENT

Rev. 02-19-1

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: 3-13313
2/20/13

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

Upon the application of:

Name: Hilda E. Zuniga

Address: 4215 Sunny Haven
MISSION, TX
78572

Phone: (956) 240-0625

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		<u>1350</u>
Date Approved:	<u>1/1</u>	<u>3/11/13</u>

Water Supplier: AA⁽³⁰⁾ Agua SUD

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

Account/ESI No.: 10032789419459788
 Temporary Pole Permanent Service

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

4215 Sunny Haven, Estates Lot 49
Palmview TX 78572

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

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

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

-OR-

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

Sanelia Cantu 3/11/13
Planning Department Authorized Signature

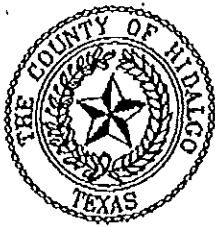
Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 1 2 3 4

Application No: 3-13313
2/20/13

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Hilda Evelyn Zuñiga

Known to me [or proved to me in the oath of Texas ID or through ID # 33735512 (description of federal or state government ID card with photograph and signature)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Sunny Haven Estates Lot 49."

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

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

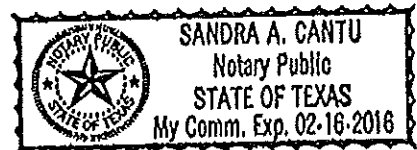
-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

H. Evelyn Zuñiga (Signature)

SUBSCRIBED AND SWORN TO before me on March 11, 2013, to certify which, witnesses my hand and seal of office.

Sandra A. Cantu
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



WARRANTY DEED
CONFORMS TO TEXAS STATE BAR FORM 101 (REV. 10-11)

890436

Date: JULY 19, 2000

Grantor: JUAN ANGEL SALINAS AND WIFE, MARIA L. SALINAS

Grantor's Mailing Address (including county): P. O. BOX 502
PENITAS, TX 78576
HIDALGO County

Grantee: HILDA EVEYLEN ZUNIGA

Grantee's Mailing Address (including county): RT. 7, BOX H-50
MISSION, TX 78572
HIDALGO County

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

Property (including any improvements):

All of Lot 49, SUNNY HAVEN ESTATES, Hidalgo County, Texas, according to the map recorded in Volume 23, Page 55, 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:

Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 6 and easements and restrictions as shown on the recorded map of the above described subdivision.

Fifteen (15) foot utility easement along the rear as shown on the map of Sunny Haven Estates, recorded in Volume 23, Page 55, Map Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by CNG Producing Company to Tom L. Hall, John Ward William and G. Mac Thompson, dated November 21, 1981, recorded in Volume 410, Page 467, Oil and Gas Records and Amendment recorded in Volume 1922, Page 340, Official Records of Hidalgo County, Texas.

All oil, gas and other minerals have been heretofore reserved and/or conveyed by prior grantors and/or predecessors in title as set forth in Deed dated May 1, 1973, recorded in Volume 1379, Page 440, Deed Records of Hidalgo County, Texas.

Rights of parties in possession.

Visible and apparent easements on or across the property herein described.

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

Grantor has executed and delivered this Deed and has granted, bargained, sold and conveyed the Property, and Grantee has accepted this Deed and has purchased the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without 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.

Juan A. Salinas
JUAN ANGEL SALINAS

Maria L. Salinas
MARIA L. SALINAS

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 19th day of July, 2000, by JUAN ANGEL SALINAS and MARIA L. SALINAS.



Ciro Ochoa Jr.
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

(Corporate Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ___ day of _____, 20___, by _____, of _____ a _____ corporation, on behalf of said corporation.

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

Notary's commission expires:

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

On: Jul 20, 2000 at 03:29P

As a
Recording

Document Number: 890436
Total Fees : 11.00

Receipt Number - 293798
By:
Bea Cruz

AFTER RECORDING RETURN TO:
BROWN & OCHOA, ATTORNEYS
1207 Conway
Mission, Texas 78572
(512) 585-4864

PREPARED IN THE LAW OFFICE OF:
BROWN & OCHOA, ATTORNEYS
1207 Conway
Mission, Texas 78572
File No.: 6-00-3980

Chapter 232 Texas LGC Application

APPLICATION NO:
3-13313
Feb. 20, 2013

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

S7160-00-000-0049-00

[1] OWNER: ZUNIGA, HILDA EVEYLEN
4215 SUNNY HAVEN ST.
MISSION TX 78572-8811
Telephone No. 240-0625

[7] LEGAL DESC./NAME OF SUBDIVISION
SUNNY HAVEN ESTATES LOT 49
C-44

[2] CONTRACTOR: SELF

LOCATION: 0 BUS 83 AND BENTSON

[3] WATER SYSTEM: AGUA

[8] SEWAGE: INSTA

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

[9] CONSTRUCTION TYPE: META

[5] SIZE OF STRUCTURE: 128 Sq. Ft.

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

[6] USE OF BUILDING: RES. M/H ZONEC

[11] SPECIAL FLOOD HAZARD AREA: YES NO

Special Conditions: No construction allowed over any easements.
FRONT 28' BACK 15' SIDES 6'
MUST COMPLY W/WALL COUNTY SETBACK AND REGULATION
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: 0400C Pct: 3

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

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

Roy Contreras
Prepared by _____ Date 2/20/13

Roy Contreras
Approved by _____ Date 2/20/13

Hilda Zuniga
Signature of Owner or Applicant _____ Date 2/20/13

[NOTICE]

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

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

AI-37441

5. A.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Roy Cazares, DISTRICT
ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office
Approval of February 2013 Monthly Check Processing Fees Report.

BACKGROUND

District Attorney's Office Monthly Checks Fee Report - February 2013

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary impact.

Attachments

DAHCRPT02/2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/04/2013 04:33 PM
Sylvia Solis	Sylvia Solis	03/06/2013 03:00 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Roy Cazares		Started On: 03/04/2013 03:22 PM
	Final Approval Date: 03/15/2013	

HIDALGO COUNTY TEXAS
 DISTRICT ATTORNEY PROCESSING FEES REPORT
 FOR THE MONTH ENDED February 28, 2013

COPY

MONIES RECEIVED

BEGINNING RECEIPT # 96005 ENDING RECEIPT # 96343

TOTAL RECEIPTS FOR THIS MONTH: 339
 TOTAL RECEIPTS VOIDED THIS MONTH: 3

Restitution Collected This Month <i>PC Ch. 32.41 (e)</i>	\$153,557.77
Court Costs Collected This Month <i>CCP Art. 102.0071</i>	17,097.00
Processing Fees Collected This Month <i>CCP Art. 102.007 (c)</i>	14,184.10
Merchant Fees Collected This Month <i>BCC Ch. 3.506 (b)</i>	4,885.00
Overpayments/Refunds for This Month	480.78
Interest Earned on Bank Acct. <i>LGC 113.021 (c)</i>	<u>0.00</u>
Total Collections for This Month	<u><u>\$190,204.65</u></u>

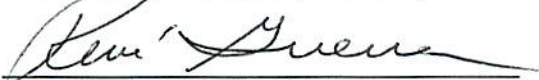
DISBURSEMENTS

BEGINNING CHECK # 189222 ENDING CHECK # 189457


TOTAL CHECKS FOR THIS MONTH: 236
 TOTAL CHECKS VOIDED THIS MONTH: 1

Restitution Disbursed This Month	\$153,606.65
Court Costs Disbursed This Month	17,097.00
Processing Fees Disbursed- County Treasurer	14,184.10
Merchant Fees Disbursed This Month	4,885.00
Refunds of Overpayments to Defendants	431.90
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	460.00
Voided Checks This Month	<u>0.00</u>
Total Disbursements for This Month	<u><u>\$190,664.65</u></u>

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.


 Hidalgo County Criminal District Attorney

3-1-13
 Date


 Prepared By

3-1-13
 Date

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

AI-37621

6. A.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Raba Kistner Consultants - Will be doing vertical boring on some County right of ways to test the ground for a sewer line from City of McAllen plant on Sprague Street all the way west to La Homa road.

BACKGROUND

Attachments

Map

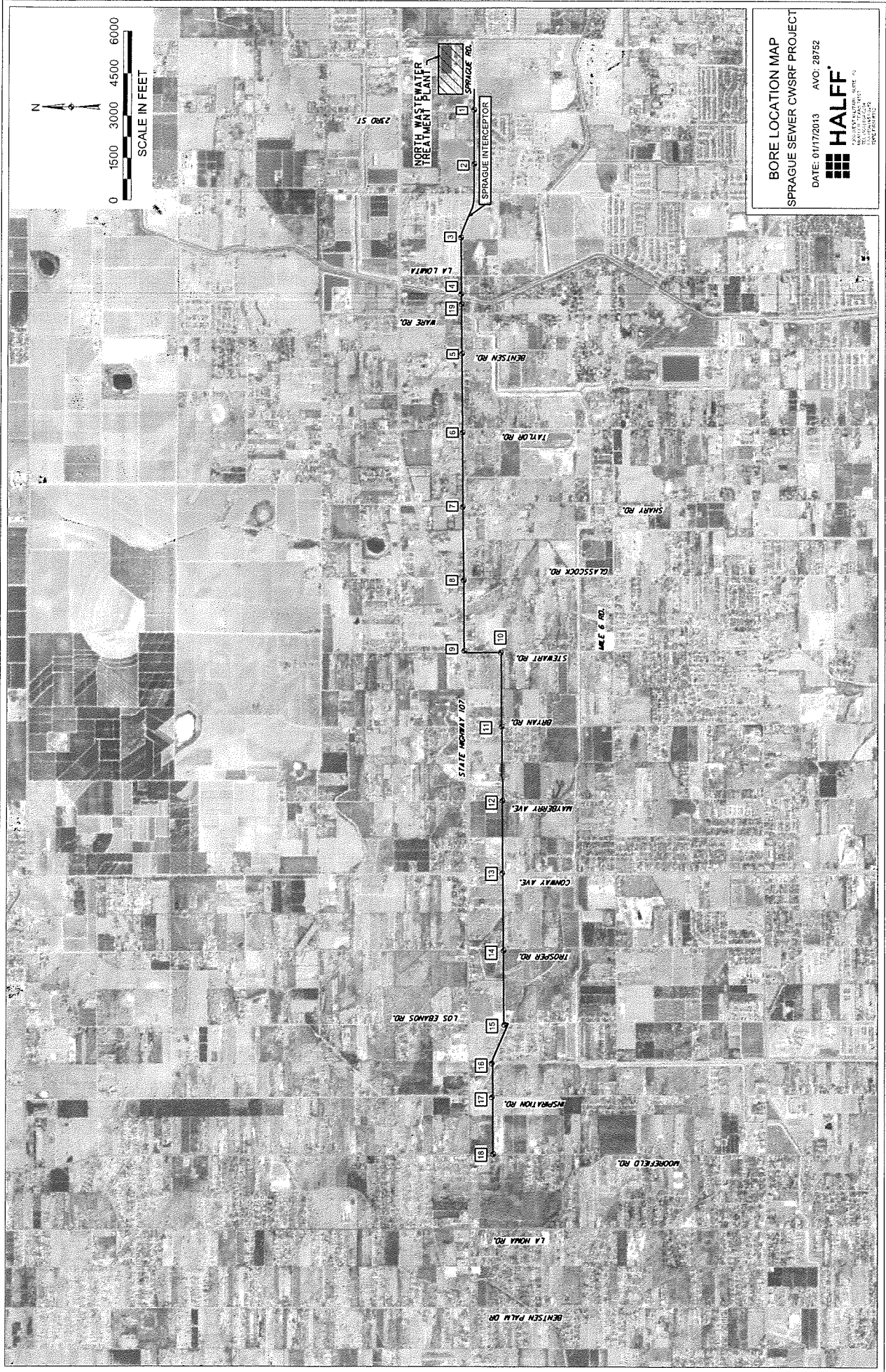
Permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/11/2013 03:31 PM
Olga Garza	Olga Garza	03/15/2013 01:58 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM

Form Started By: Rebecca Gomez Started On: 03/11/2013 02:46 PM

Final Approval Date: 03/15/2013



N

0 1500 3000 4500 6000

SCALE IN FEET

NORTH WEST WATER
TREATMENT PLANT

SPRAGUE INTERCEPTOR

BORE LOCATION MAP
SPRAGUE SEWER CWSRF PROJECT

DATE: 01/17/2013 AVO: 28752



HALFF
A DIVISION OF
MWH GLOBAL

COUNTY OF HIDALGO, TEXAS
PERMIT FOR GEOTECHNICAL ENGINEERING STUDY
ON COUNTY PUBLIC RIGHT-OF-WAY

This will acknowledge the request of Raba Kistner Consultants, Inc. for permission and authorization to conduct Geotechnical Engineering work through the use of “vertical boring” activities and said applicant is here granted to enter upon right-of-ways for the purpose of making such “vertical boring” along the following public roads, to wit:

See Attached Map

Condition that said applicant will comply to the following requirements:

- (1.) That you will provide adequate protection for traveling public with flagmen when necessary.
- (2.) That you will no lay any lines or cables across the pavement.
- (3.) All “vertical boring” on public road right-of-ways shall be confined to the shoulders and borrow pit areas of the roadway and if the roadway being used is a paved or macadamized roadway, then such “vertical boring” will be repaired by permittee.
- (4.) That no “vertical boring” shall be done within one hundred fifty feet (150’) of a drainage structure or one hundred feet (100’) of an irrigation structure.
- (5.) That no shrubs, trees, or any road facility will be disturbed or removed.
- (6.) No work shall be done while road shoulders, back slope or ditches are wet or soft from recent rains.
- (7.) If any of the right-of-way on which said “vertical boring” is to be done, is within or adjacent to any irrigation district or if you contemplate doing any such “vertical boring” work in any part of said district outside of such right of ways within said irrigation district, first consult with and reach an agreement with the manager of such irrigation district concerning exploratory work with reference to the irrigation and drainage structures and facilities of said irrigation district.
- (8.) Any damage to any public road facilities will be repaired by County’s road and highway maintenance and construction crews and you will be billed for any such expense incurred in connection therewith.
- (9.) It is expressly understood and agreed that no representative is made that the County of Hidalgo, Texas is the owner in fee of the public road right of way in question and under consideration; that no representation is made by said County that it has the right to grant and give permission for “vertical boring” exploratory activities, and that permission and granting of request shall not be and become effective until formal permission had been obtained, by written letter or otherwise, from that landowner or owners upon that land which the aforementioned public road traverses and crosses. It is expressly understood and agreed that this permit does not grant permission to make underground or vertical boring surveys of any property in this vicinity, but the applicant shall

fully satisfy itself of the right to enter upon said land for the aforementioned purpose so far as the fee owner or owners thereof are concerned and the County of Hidalgo, Texas shall be applicant, held applicant from any damages or injuries occasioned by the acts of applicant as a result of applicant drilling, blasting or conducting other activities in connection with its proposed vertical boring work and applicant assumes full responsibility and liability for any damages or injuries arising or occasioned there from.

This permit is good for a 60-day period from date approved by Commissioners Court.

Witness our hands this the _____ day of _____, 20__.

County Judge

Commissioner, Precinct No.1

Commissioner, Precinct No.2

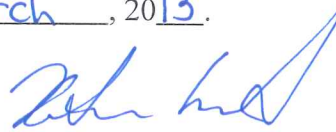
Commissioner, Precinct No.3

Commissioner, Precinct No.4

Katrin Leonard Of Permittee, Roba Kistner Consultants, Inc.

In the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and assigns.

WITNESS my hand this the 11th day of March, 2013.



BY: Katrin Leonard, P.E.

AI-37353

7. A.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
C8230.99.012.0000.00	First National Bank	\$13,491.33

BACKGROUND

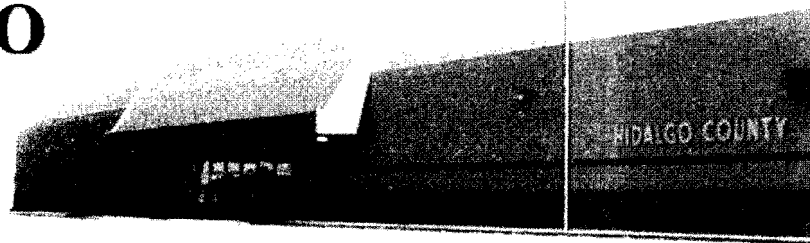
Attachments

ComCourt03122013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/11/2013 01:10 PM
Manuel Chapa	Manuel Chapa	03/14/2013 02:08 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Norma Briones		Started On: 02/27/2013 05:11 PM
	Final Approval Date: 03/15/2013	

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • (956) 318-2733

February 25, 2013

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

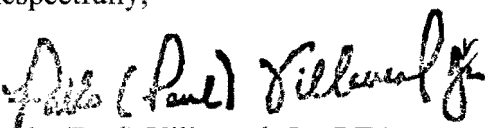
Re: See attached list

Gentlemen:

Our office has determined that the attached application(s) for a tax refund over \$2,500.00 dollars is erroneous and/or excessive. The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as required by Property Tax Code Section 31.11, Refunds of Overpayments or Erroneous Payments.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

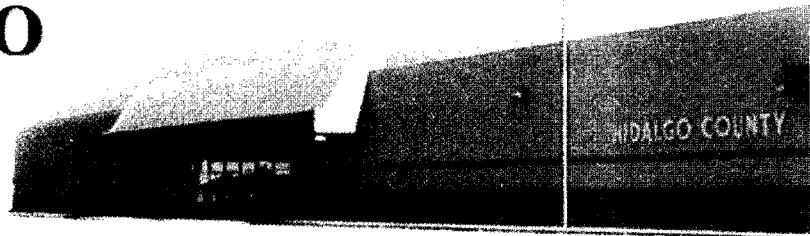

Pablo (Paul) Villarreal, Jr., RTA

nlr

Enclosure

cc: Raymundo Eufrazio, CPA
Hidalgo County Auditor

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
C8230.99.012.0000.00	First National Bank	\$13,491.33

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name 600 PLUS GYMSPA (PAID BY: FIRST NATIONAL BANK) †
	Present mailing address (number and street) 2202 CORNERSTONE BLVD †
	City, town or post office, state, ZIP code EDINBURG, TX 78539 †
	Phone (area code and number)

Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): INVENTORY SUPPLIES FURNITURE FIXTURES
	EQUIPMENT AT 2202 CORNERSTONE BLVD/ NEW ACCT 2007
	Address or location of property: 770031 †
	Account number of property: C8230.99.012.0000.00 † OR Tax receipt number: 21787437

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2012 †	12/13 / 2012	\$ 13,491.33	\$ 13,491.33 †
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 13,491.33 †
Taxpayer's reason for refund (attach supporting documentation): PAID IN ERROR ON ACCT#770031 REFUND BACK TO FIRST NATIONAL BANK.					
NB					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here Gymn Barlow SSC Officer, FNB	Date of application for tax refund 1/9/13
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITORS OFFICE DATE: 1/29/13 J. C. UHIO
	Authorized officer sign here [Signature]	Date 2/22/13	
	Collectors of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here [Signature]	Date 1-16-13	

1/16

AI-37356

8. A.

CC CONSENT

Meeting Date: 03/20/2013

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:

Approval to pay 2013 membership renewal to the National Association of Women Judges for Judge Aida Salinas Flores in the amount of \$200.00 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-110-412-00-009-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/15/2013 in Requisition # 232473.

Attachments

NAWJ 2013

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/28/2013 10:42 AM
Ana Galvan	Ana Galvan	03/15/2013 02:40 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Esther Cantu		Started On: 02/28/2013 08:29 AM
	Final Approval Date: 03/15/2013	



NAWJ Membership Renewal

Contact Information:

FIRST NOTICE

02/21/2013

Please make corrections as necessary:

Name: Hon. Aída Salinas Flores
Title: Judge
Court/Organization: 398th Judicial District Court
Address: 100 North Closner, 2nd Floor
City/State/Zip: Edinburg, TX 78539
Country: United States of America
Phone: (956) 318-2470
Fax: (956) 318-2475
Email: aida398@aol.com

INVOICE RECEIVED BY: Aída Salinas Flores 2/21/13
ON _____
GOODS/SERVICES RECEIVED BY: Aída Salinas Flores 2/21/13
ON _____
APPROVED BY: _____
Aída Salinas Flores

Membership Information:

Membership Category: Voting Member **Member ID:** 155604
Renewal Period: 04/01/2013 - 03/31/2014
Membership Description: Voting members hold judicial positions and are in good standing in the practice of law.
Member Dues: \$200.00

Amount Due:

Annual Membership Dues: \$ _____
I wish to make a contribution to NAWJ: \$ _____
Total Due: \$ _____

Method of Payment:

- Enclosed is my check made payable to: NAWJ
- Charge my: Visa/MasterCard/AMEX Card # _____

Exp. Date _____ Signature _____

NAWJ is a 501(c)(3) charitable/educational organization. NAWJ contributions are tax deductible.

Mail to: National Association of Women Judges, Membership Office, 300 Newport Avenue, Williamsburg, VA 23185
Fax: (757) 259-1520

**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, Aida Salinas Flores, do hereby state that membership in the National Association of Women Judges, 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

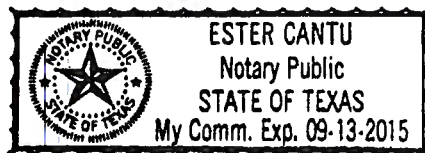
I further state that National Association of Women Judges is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: *Aida Salinas Flores*
TITLE: State District Court Judge

DATE: 2/27/2013

Before me ESTER CANTU, a Notary Public, appeared AIDA SALINAS FLORES, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Ester Cantu
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 00232473
Po No

Vendor NATIONAL ASSOCIATION OF WOMEN JUDGES
Address 300 NEWPORT AVE
WILLIAMSBURG VA 23185

Owner MECANTU

Date Entered 03-01-2013

Status Needs Approval by D398

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	MEMBERSHIP FEE FOR JUDGE AIDA SALINAS FLORES FOR THE N	200.0000	200.00

Total 200.00

Account Number	Description	Account Balance	Amount
3-1100-412-00-009-001-0-810	398TH DC-DUES & MEMBERSHIPS	800.00	200.00

AI-37436

8. B.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Isidro Sepulveda Jr

Submitted By: David Sinder, INDIGENT DEFENSE

Department: INDIGENT DEFENSE

Information

CAPTION

Indigent Defense:

Approval to pay membership dues to Texas Association for Court Administrators in the amount of \$75.00 each for Isidro Sepulveda, Jr and David Sinder (requisition # 233055), with authority for County Treasurer to issue payment after review and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-009-003-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/15/2013 in Requisition # 233055.

Attachments

affidavit

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	03/04/2013 04:32 PM
Ana Galvan	Ana Galvan	03/15/2013 02:51 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: David Sinder		Started On: 03/04/2013 02:48 PM
	Final Approval Date: 03/15/2013	

**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, Isidro Sepulveda Jr., do hereby state that membership in the TACA, 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 TACA is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: *Isidro Sepulveda Jr.*
TITLE: Indigent Defense Director

DATE: 3-4-13

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



Alejandro Ochoa
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

INBOX	CONTACTS	CALENDAR	SEARCH: monic keith	Membership renewal
Compose	Delete	Move	Spam	
Inbox (999+)	Membership renewal	from Keith, Monique to you	Feb 8	
Drafts (5)	Dear Isidro Sepulveda, Jr,			
Sent	This e-mail serves as a reminder that your membership dues in the Texas Association for Court Administration are past due. We would love to keep you as a member of TACA and hope you will consider renewing your membership with us.			
Spam (44)	Your continued membership in our 450+ member organization keeps you connected to other Court Administrators, allowing you to easily share professional experiences and valuable solutions. Your membership also entitles you to participate in the various professional development events hosted by TACA, including our Annual Conference. TACA Membership also connects you to valuable training events in Texas and around the country.			
Trash	The fee for renewing a regular, annual membership is \$75. You can also sign your judge up for a judicial membership for a combined cost of \$110.			
FOLDERS	In order to renew your membership please complete the attached application. This completed application, along with the appropriate fee made out to the <u>Texas Association for Court Administration</u> , should be mailed to:			
DCM	Texas Association for Court Administration Correctional Management Institute of Texas George J. Beto Criminal Justice Center Sam Houston State University Huntsville, Texas 77341-2296			
Drafts	As we moving into the coming year, your membership allows TACA to continue supporting education and professionalism in the Court Administration field. If you have any questions about TACA or would like more information about the coming year's activities please visit our website at www.mytaca.org . Thank you for your continued support.			
Juvenile				
Personal				
SJI				
Taskforce				

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

David Sinder, do hereby state that membership in the Texas Assoc
for Court Administrators, 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

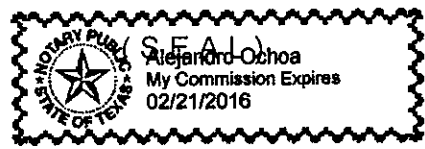
FOR STATEWIDE ASSOCIATIONS ONLY

I further state that T.A.C.A. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: [Signature]
TITLE: Compliance Monitor, Indigent Defense

DATE: 2/29/3/1/13

Before me: Alejandro Ochoa Notary Public, appeared David Sinder, 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.



[Signature]
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

david.sinder

From: David Sinder [davidasinder@yahoo.com]
Sent: Monday, February 11, 2013 11:01 AM
To: david.sinder@co.hidalgo.tx.us
Subject: Fw: Membership renewal

----- Forwarded Message -----

From: "Keith, Monique" <mfb006@SHSU.EDU>
To: "davidasinder@yahoo.com" <davidasinder@yahoo.com>
Sent: Friday, February 8, 2013 3:29 PM
Subject: Membership renewal

Dear David Sinder,

This e-mail serves as a reminder that your membership dues in the Texas Association for Court Administration are past due. We would love to keep you as a member of TACA and hope you will consider renewing your membership with us.

Your continued membership in our 450+ member organization keeps you connected to other Court Administrators, allowing you to easily share professional experiences and valuable solutions. Your membership also entitles you to participate in the various professional development events hosted by TACA, including our Annual Conference. TACA Membership also connects you to valuable training events in Texas and around the country.

The fee for renewing a regular, annual membership is \$75. You can also sign your judge up for a judicial membership for a combined cost of \$110.

In order to renew your membership please complete the attached application. This completed application, along with the appropriate fee made out to the Texas Association for Court Administration, should be mailed to:

Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

As we moving into the coming year, your membership allows TACA to continue supporting education and professionalism in the Court Administration field. If you have any questions about TACA or would like more information about the coming year's activities please visit our website at <http://www.mytaca.org/>. Thank you for your continued support.

2/13/2013

Requisition No 00233055

Vendor TEXAS ASSOCIATION FOR COURT ADM.

Owner DSINDER

Po No

Address GEORGE J. BETO CRIMINAL JUSTICE CENTER

Date Entered 03-11-2013

SAM HOUSTON STATE UNIVERSITY

Status Needs Approval by PURC

HUNTSVILLE TX 77341-2296

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	membership dues for Isidro Sepulveda Jr to Texas Association for	75.0000	75.00
2	1	membership dues for David Sinder to Texas Association for Court.	75.0000	75.00

Total 150.00

Account Number	Description	Account Balance	Amount
3-1100-412-00-009-003-0-810	INDIGENT DEFENSE-DUES & MEMBERSHIPS	.00	150.00

AI-37448

9. A.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Sergio Cruz

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of \$527,719.98 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 02/16/13 to 02/28/13.

02/16-22/13	\$324,374.36
02/23-28/13	\$203,345.62
TOTAL	\$527,719.98

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 2/16-22/13

BCBS 2/23-28/13

Invoices

Certification

Form Review

Inbox
 Budget & Management
 Olga Garza
 Auditor's Office

Reviewed By
 Obdett Calzada
 Olga Garza
 Monica Badillo

Date
 03/05/2013 03:00 PM
 03/08/2013 03:49 PM
 03/15/2013 04:22 PM
 Started On: 03/05/2013

Form Started By: Angelica M. Tapia

Final Approval Date: 03/15/2013



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period 02/16/2013 to 02/22/2013

SECTION		
0001-0011	HIDALGO COUNTY	\$ 234,998.14
0002-0012	HEAD START	\$ 46,033.39
0003-0013	APPRAISAL DISTRICT	\$ 14,644.81
0004-0014	COMMUNITY SERVICE AGENCY	\$ 6,433.93
0005-0015	DRAINAGE DISTRICT NO.1	\$ 2,902.29
0006-0016	RETIREES	\$ 15,544.40
9001-9002	COBRA	\$ 3,817.40
	STOP LOSS	\$ -
	TOTAL	\$ 324,374.36



**BlueCross BlueShield
of Texas**

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **02/23/2013 to 02/28/2013**

SECTION		
0001-0011	HIDALGO COUNTY	\$ 161,601.75
0002-0012	HEAD START	\$ 31,027.96
0003-0013	APPRAISAL DISTRICT	\$ 1,927.75
0004-0014	COMMUNITY SERVICE AGENCY	\$ 1,209.86
0005-0015	DRAINAGE DISTRICT NO.1	\$ 2,478.69
0006-0016	RETIREES	\$ 4,185.81
9001-9002	COBRA	\$ 913.80
	STOP LOSS	\$ -
	TOTAL	\$ 203,345.62



**BlueCross BlueShield
of Texas**

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY
Invoice Period: 02/16/2013 - 02/22/2013 **Process Date:** 02/22/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/16/2013 - 02/22/2013

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	\$1,088,702.13	\$234,998.14	\$52,323.62	\$0.00	\$182,674.52	2,477
TX433	01	002	HEAD START	\$179,474.65	\$46,033.39	\$8,919.72	\$0.00	\$37,113.67	564
TX433	01	003	APPRAISAL DISTRICT	\$28,351.41	\$14,644.81	\$8,967.10	\$0.00	\$5,677.71	117
TX433	01	004	COMMUNITY SERVICE	\$12,167.73	\$6,433.93	\$1,291.94	\$0.00	\$5,141.99	17
TX433	01	005	DRAINAGE DISTRICT	\$17,127.93	\$2,902.29	\$978.45	\$0.00	\$1,923.84	58
TX433	01	006	RETIREEES	\$40,584.16	\$15,544.40	\$3,330.42	\$0.00	\$12,213.98	77
TX433	01	007	COBRA	\$11,226.84	\$3,817.40	\$320.72	\$0.00	\$3,496.68	56
			STOPLOSS	(\$175,336.27)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$1,377,634.85	\$324,374.36	\$76,131.97	\$0.00	\$248,242.39	3,366
			STOPLOSS Total	(\$175,336.27)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$1,202,298.58	\$324,374.36	\$76,131.97	\$0.00	\$248,242.39	3,366



**BlueCross BlueShield
of Texas**

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/23/2013 - 02/28/2013 **Process Date:** 03/01/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/23/2013 - 02/28/2013

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	\$1,250,303.88	\$161,601.75	\$0.00	\$0.00	\$161,601.75	1,361
TX433	01	002	HEAD START	\$210,502.61	\$31,027.96	\$0.00	\$0.00	\$31,027.96	510
TX433	01	003	APPRAISAL DISTRICT	\$30,279.16	\$1,927.75	\$0.00	\$0.00	\$1,927.75	34
TX433	01	004	COMMUNITY SERVICE	\$13,377.59	\$1,209.86	\$0.00	\$0.00	\$1,209.86	25
TX433	01	005	DRAINAGE DISTRICT	\$19,606.62	\$2,478.69	\$0.00	\$0.00	\$2,478.69	104
TX433	01	006	RETIREEES	\$44,769.97	\$4,185.81	\$0.00	\$0.00	\$4,185.81	24
TX433	01	007	COBRA	\$12,140.64	\$913.80	\$0.00	\$0.00	\$913.80	5
			STOPLOSS	(\$175,336.27)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$1,580,980.47	\$203,345.62	\$0.00	\$0.00	\$203,345.62	2,063
			STOPLOSS Total	(\$175,336.27)	\$0.00	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$1,405,644.20	\$203,345.62	\$0.00	\$0.00	\$203,345.62	2,063

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 16, 2013 thru February 28, 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 \$527,719.98.

- 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 02/16/2013 to 02/28/2013 is \$527,719.98.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of March 19, 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.



Employee Benefits Director

03-05-13

Date



Dept. of Budget & Management Budget Officer

03/05/2013

Date

Commissioner's Court Approval

Date

AI-36906

10. A.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Marty Salazar

Submitted By: Moises Salazar, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into agreement with ASG Security, for the installation of an alarm system with monitoring services for one year in the total amount of \$712.00 for County owned building located at 9805 N. 10th St., McAllen, TX.

BACKGROUND

Attachments

Proposal and Agreement from ASG Security for 10th St. Bldg
Agreement Review and Approval from Legal
insurance

Form Review

Inbox
Auditor's Office

Form Started By: Moises Salazar

Reviewed By
Monica Badillo

Final Approval Date: 03/15/2013

Date
03/15/2013 04:22 PM
Started On: 02/08/2013

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT



Local ASG Office
314 Ash Ave
McAllen, TX 78501

Customer Billing Information
Midlago County

Corporate Info
MAS #:
Site #:
Job #:

THIS AGREEMENT made this 11 day of March 20 13, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and Midlago County Urban County hereinafter called the "Client", at (site address) Program Office 9805 N 10th McAllen, TX 78504.

1. Agreement: Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. Type of Transaction: (check boxes that apply) [X] System/Equipment Install/Purchase [] Company Owned System [X] Monthly Services

B. Services to be Provided: (check all boxes that apply; amounts listed are represented in monthly charges)

- Burglar Alarm Monitoring 2100
Panic/Hold-Up Monitoring
Fire Alarm Monitoring
Sprinkler Alarm Monitoring
Elevator Monitoring
Temp Alert Monitoring
Cellular/Radio Service
DataLink
ASG Connect
ASG Managed Access
Burglar Alarm Maintenance
Fire Alarm Maintenance
Access Control Maintenance
Video Surveillance System Maint.
Opening/Closing Log Only
Opening/Closing w/Schedules
O/C Reports M W BW
Fire Alarm Maint. (inc. Test&Ins)
Sprinkler Alarm Maintenance
Sprinkler Test & Inspect
Fire Alarm Insp A B BM M Q SA W
FA Sens Test A B BM M Q SA W
Other:
Administration Fee* \$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. System/Equipment Purchase: The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be \$ 460 Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$; upon Equipment Delivery \$; upon 100% completion \$ 460. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ for installation plus tax (if applicable) and the sum of \$ per month plus tax (if applicable), payable [] monthly; [] quarterly; [] semi-annually; [] annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 2100 Service/Monitoring Fee plus tax (if applicable) per month, payable [] monthly; [] quarterly; [] semi-annually; [X] annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: (If applicable) Schedule of Equipment and Pricing.

ASG SECURITY (Alarm Security Group LLC)

Sales Representative (Print/Signature)
Company Authorized Signature
Title
Date

Accepted by:

Client's Name
Date
Client's Authorized Signature
Printed Name
Title
Business Telephone
Date

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

- License Numbers
DC: ECS901543
DE: 02-71, FAL-0221
MA: 1608 C, SS CO 000986
MD: 107-714
NC: NCSLB: 1961-CSA, 20653-SP-LV
NJ: 34BF00000500, 661309
OK: 1036
PA: PA062390
SC: BAC-13313
TX: B11180, ACR-2242, ECR-1767, HCR-410
VA: 11-3605, 2705 098253A
Other License #:

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau.

Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78572-4422, 512-424-7710.

In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board

Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY



Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 11 day of March, 2013, between ASG Security (Company) and HIDALGO county urban county ("Client"), located at: program office 9805 N 10th st McAllen, TX 78504

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Office Area
Upgrade Brinks security panel to Honeywell Vista 20 system.
2-6160 Keypads (Replace)
Add 1-76730 Glass Break (2nd office on north side of building)
Add 1-Exterior Siren
Add 1-wireless Receiver
(Add to southside of empty building)
3-wireless Door contacts
* Burglary monitoring service @ \$2100
Install cost \$4600
12 months of service \$25200
71200 TAX EXEMPT
Bill on completion of job p.o.#
* Amendment to terms: Item 18 to the extent provided for under the constitution and LAWS of the state of Texas.

ASG SECURITY (Alarm Security Group LLC)

Accepted by:

Sales Representative (Print/Signature)
Company Authorized Signature
Title
Date

Client's Name
Date
Client's Authorized Signature
Printed Name
Title
Business Telephone
Date

Subscriber Information Form

Date: _____

Branch #: Click arrow for drop-down choice



(Alarm Security Group LLC)

Please check all that apply

- | | | | |
|---|--|---|-----------------------------------|
| <input type="checkbox"/> NEW ACCOUNT | <input type="checkbox"/> Residential | <input type="checkbox"/> Supervised O/C | <input type="checkbox"/> Alarmnet |
| <input type="checkbox"/> UPDATE / CHANGES | <input type="checkbox"/> Commercial | <input type="checkbox"/> Supervised T/T | <input type="checkbox"/> Datalink |
| | <input type="checkbox"/> Commercial Fire | | |

Install Date: _____

SUBSCRIBER INFORMATION

Hidalgo County Urban

County Program Office

Primary Account # _____ Secondary Account # _____ Customer Name _____

Street Address 9805 N 10th st City McAllen State TX Zip 78504

Cross Street (s) _____ Primary Phone Number _____ Secondary Phone Number _____

Not providing this information may delay processing

Panel Phone Number _____ Panel Type V-80 Panel Format _____

RESPONDING AGENCIES

Not providing this information may delay processing

Police Dept (Name) McAllen P.D. Police Phone (not 911) _____ Permit Number _____

Fire Dept (Name) McAllen Fire Dept Fire Phone (not 911) _____ Permit Number _____

EMT (Name) _____ EMT Phone (not 911) _____ Permit Number _____

Security Guard _____ Security Guard Phone _____

EMERGENCY CONTACT LIST

General Passcode/Password _____ Duress Code 2222

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Contact Name _____ Cell Phone _____ Home Phone _____ Other Phone _____ Passcode _____

Approved by/Signature: _____



3.11.13

Date of Transaction

ALARM or USER PERMIT REQUIREMENT - NOTIFICATION

Alarm Security Group LLC (ASG Security, Argus Security, TnT Security Services), the (Company) does hereby notify you Hinds County, (the Client) that it is your responsibility to obtain, at your sole cost, all required alarm/user permits as regulated by your local police or fire department (municipality). In some cases this required permit must be renewed annually. Please check with your local municipality.

Failure to obtain the required alarm/user permit may result in fines as assessed by your local municipality who have jurisdiction, and all such fines shall be the responsibility of the Customer regardless of the circumstances.

Once you have obtained or renewed your alarm/user permit, it is your responsibility to report your alarm/user permit number to ASG Security by updating online at www.asgsecurity.com under My ASG, faxing a copy to 301-210-2837 or e-mailing your permit number and expiration date to datachanges@asgsecurity.com.

Some municipalities may refuse to dispatch emergency personnel to your location if no alarm/user permit has been obtained and/or if it is not listed at the monitoring station at the time of dispatch. Your system may not be considered "active" in the monitoring station without this permit information.

Please initial, indicating your understanding of this Alarm Permit Requirement and Notification. Customer Initials: _____

PHONE LINE PROTECTION - VOIP-CABLE MODEM-'DIGITAL' PHONE SERVICE NOTIFICATION

The Company recommends that all Clients utilize a cellular/radio (GSM) signal transmission as their primary signal transmission method, or minimally install the GSM service as a back-up to their 'standard' (analog) phone service (which is at an additional installation and monthly cost if added after the original installation) which allows for signal transmission in the event of a 'standard' phone line failure/outage.

The Company further notifies the Client that if the installed system is set-up to operate over a standard (non-internet-based) phone line, and the Client discontinues their standard phone service or changes their phone service after the monitoring service has been established, the Client's monitoring service may be disrupted (no communication will be received by the Company) and the Company will not be aware of this service disruption. Non-standard phone services include but are not limited to, DSL, cable modem, VOIP ('Vonage', 'U-Verse', 'Bongo'), 'Magic Jack' or similar digital/internet based technology). It is the responsibility of the Client to notify the Company of any phone line changes. Any additional equipment required to re-establish signal monitoring communication is at the Client's sole expense and will result in additional monthly monitoring charges.

Please initial, indicating your understanding of Phone Line Protection, Phone Service Requirement Customer Initials: _____

NOTICE OF UNDERSTANDING REGARDING TAKEOVER OF EXISTING SYSTEM

The Company is not responsible for the original design, scope or operational condition or failure of the Client's equipment or wiring as installed by a third party. The Company shall test the existing security devices at the time of a Takeover, but in no way warrants the Client owned system. Should there be a defect of the Client's system, devices or wiring at the time of Takeover or should there be a failure of the Client's equipment or wiring in the future, all required repairs or equipment replacement(s) shall be at the Client's sole expense.

Please initial, indicating your understanding of issues related to Takeover of Existing System. Customer Initials: _____

NOTICE OF CANCELLATION (Applicable to Residential Customers Only)

You, the Client, may cancel this transaction without penalty or obligation within three (3) business days from the date listed above. If you cancel, any property traded in, any payments made or any negotiable instrument executed by you under the contract or transaction will be returned within ten (10) business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Company at your residence in substantially as good condition as when received, any goods delivered to you under this contract or transaction, or you may if you wish, comply with the instructions of the Company regarding the return shipment of the goods at the Company's expense and risk.

If you make the goods available to the Company and the Company does not pick them up within twenty (20) days from the date of your Notice of Cancellation, you may return or dispose of the goods without any further obligation. If you fail to make the goods available to the Company or if you agree to return the goods to the Company and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, fax or e-mail a signed and dated copy of this Notice of Cancellation to: ASG Security at 12301 Kiln Ct., Suite A, Beltsville, MD 20705, 301-210-2839 (fax), cancel@asgsecurity.com, no later than midnight on _____.

I acknowledge receiving a copy of this form: _____
Client's Signature Date

I HEREBY CANCEL THIS TRANSACTION: _____
Client's Signature Date
Print Name City/State

Zimbra

moises.salazar@co.hidalgo.tx.us

RE: 10th Stree Bldg Security System -ASG Quote and Agreement

From : Josephine L. Ramirez
<josephine.ramirez@da.co.hidalgo.tx.us>

Mon, Mar 11, 2013 12:01 PM

Subject : RE: 10th Stree Bldg Security System -ASG Quote and Agreement

To : 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>, 'michael garza' <michael.garza@da.co.hidalgo.tx.us>

Cc : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Roy Quintanilha' <roy.quintanilha@co.hidalgo.tx.us>, 'lauro torres' <lauro.torres@co.hidalgo.tx.us>, 'valde guerra' <valde.guerra@co.hidalgo.tx.us>

Reply To : josephine ramirez
<josephine.ramirez@da.co.hidalgo.tx.us>

Marty/Moises

I have reviewed the ASG Agreement and approve as to the form of the agreement.

Thanks.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]

Sent: Monday, March 11, 2013 9:53 AM

To: michael garza

Cc: Martha Salazar; josephine ramirez; Roy Quintanilha; lauro torres; valde guerra

Subject: Re: 10th Stree Bldg Security System -ASG Quote and Agreement

Mr. Garza,

Attached you will find a scanned copy of original agreement provided by ASG Security.

We appreciate your help.
Thank you.

From: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
To: "michael garza" <michael.garza@da.co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "Roy Quintanilha" <roy.quintanilha@co.hidalgo.tx.us>, "lauro torres" <lauro.torres@co.hidalgo.tx.us>, "valde guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Friday, March 8, 2013 4:01:39 PM
Subject: 10th Stree Bldg Security System -ASG Quote and Agreement

Hello Mr. Garza,
The agreement sent to you was received via e-mail. An original will be delivered to our office Monday morning.
We will scan it and send it to you as soon as it is received.

Thank you.

From the desk of:

Moises Salazar, Buyer III

*Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us*

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Cc: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>, "Roy Quintanilha" <roy.quintanilha@co.hidalgo.tx.us>, "lauro torres" <lauro.torres@co.hidalgo.tx.us>, "valde guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Friday, March 8, 2013 3:42:58 PM
Subject: RE: 10th Stree Bldg Security System -ASG Quote and Agreement

Marty,

I'm having a hard time reading the attachment. Is there anyway you can rescan and send it again.

Michael Garza

Assistant Criminal District Attorney
 Contracts and Civil Litigation Section
 Office of Criminal District Attorney
 Hidalgo County, Texas
 100 N Closner Rm 303
 Edinburg, TX 78539
 (956) 318-2313 ext. 3824
 (956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

 The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Friday, March 08, 2013 3:05 PM
To: josephine ramirez; michael garza
Cc: Moises Salazar; Roy Quintanilha; lauro torres; valde guerra
Subject: Fwd: 10th Stree Bldg Security System -ASG Quote and Agreement

Hon. Josephine and/or Michael:
 Please review and comment on agreement attached as we need to proceed with this acquisition.
 Thanks,
 Marty S.

From: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
To: "MARTHA L. SALAZAR" <martha.salazar@co.hidalgo.tx.us>
Cc: "lauro torres" <lauro.torres@co.hidalgo.tx.us>
Sent: Friday, March 8, 2013 3:02:18 PM
Subject: 10th Stree Bldg Security System -ASG Quote and Agreement

Ms Marty,
Attached you will find a Quote from ASG Security utilizing the same previously reviewed and approved agreement used with WIC Office in las Milpas.

In conversation with Mr. Quintanilha, he requested for us to proceed as soon as possible.

Would it be possible to send it to Ms Josephine for review while it is placed for this coming C.C. for acceptance?

=====

The total proposal amount is \$481.00 (this only includes 1 month of monitoring svcs)

12 months of Monitoring Services will cost \$252.00 at \$21.00 mo.

The total fees for one year services including equipment and installation will be in the amount \$712.00.

Please advice.

From the desk of:

Moises Salazar, Buyer III

Hidalgo County Purchasing Department

2802 South Business Hwy 281

Edinburg, TX 78539

(956) 292-7000 Ext. 4863

(956) 292-7612 Fax

moises.salazar@co.hidalgo.tx.us



JUL 20 2012 2:45

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.

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 Equity Risk Partners, Inc. License No. 0D21146 456 Montgomery St, Suite 1600 San Francisco CA 94104	CONTACT NAME: Partners Service Group PHONE (A/C, No, Ext): (415) 874-7168 E-MAIL ADDRESS: psg@equityrisk.com		FAX (A/C, No): (415) 874-7199
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Alarm Security Group, LLC 12301 Kiln Court Beltsville MD 20705	INSURER A: Philadelphia Insurance		18058
	INSURER B: Ins. Co. of the State of PA		19429
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1271611607 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK883700	7/18/2012	7/18/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY			PHPK883700	7/18/2012	7/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Physical Damage			Comp/Coll Deductible \$ 1,000			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		PHUB386787	7/18/2012	7/18/2013	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 15,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC035896424	7/18/2012	7/18/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions			PHPK883700	7/18/2012	7/18/2013	Aggregate \$5,000,000 Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is listed as an additional insured per attached Form CG20101001.

CERTIFICATE HOLDER **CANCELLATION**

Hidalgo County 2802 So. Bus. 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 Anthony Marcon/KURIH

COMMENTS/REMARKS

Additional Named Insureds:

1. Alarm Security Group, LLC
2. Alarm Acquisition Company, LLC
3. ASG Holdings, LLC
4. Brinkman Security Inc.
5. Argus Security Systems
6. ABC Security Corporation
7. Prostar Security
8. Techtronics Security
9. Czartek Security
10. American Security Alarms
11. Entrust Connections
12. ASG Monitoring, LLC
13. AGS SEC
14. AccuTech Systems, Inc.
15. Abbot Security Group
16. Matrix Security Group, Inc.
17. Matrix Security Group, Inc. DBA Safeguard Security
18. Matrix Security Systems LLC
19. Security Solutions dba SSI
20. Alert Protective Systems, Inc.
21. ACE Electronic Alarms, Inc.
22. Lotus Security Services, Inc. DBA Safeguard Security
23. Matrix Security Systems II, LLC
24. B Safe Protective Systems
25. Matrix Security Systems, I, LLC
26. Matrix Security Group, Inc. DBA Security Solutions and SSI
27. Brady Technical Systems, Inc.
28. Tenn Security, Inc./ TA Tenn Pro Tech Systems
29. ASG Government Services, LLC
30. Ultraguard Protective Systems, Inc.
31. TnT Central Station
32. TnT Security Services
33. Electronic Installations
34. Controlled Access
35. LV Systems (December 2011 acquisition)
36. Texana Security (December 2011 acquisition)
37. Supreme Security (Part of Texana)
38. San Angelo Security (Part of Texana)
39. Security Depot (Part of Texana)
40. Integrity Security Solutions
41. American Security
42. Vision Security
43. Wiring Solutions
44. Howe Security
45. Artuck Security
46. Kings III
47. Encompass Security
48. American Sentinel
49. Sight & Sound Systems
50. Power Home Technologies
51. Village Security
52. Signature Alert
53. TRS Security
54. Code Red
55. Icon Security
56. Trojo Security
57. Security Services
58. General Security
59. Soteria Security
60. Security Network
61. 3Sixty Intergrated
62. Intercity Alarms
63. Alarm Security Holdings LLC
64. ASG Intermediate Holding Corp

AI-37700

10. B.

CC CONSENT

Meeting Date: 03/20/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 3 (with an estimated cost of \$10,000.00) as submitted by R. Gutierrez Engineering, for Thomas Road (Mccoll - Jackson) Project, through Contract #C-12-314-01-29.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-083-0-731

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req#233370

Pending transfer in the amount of \$10,000 AI-37397 CC 3/20/13.

Attachments

Nork Authorization No. 3

Form Review

Inbox
Auditor's Office

Reviewed By
Monica Badillo

Date
03/15/2013 04:22 PM
Started On: 03/15/2013 10:30 AM

Form Started By: Katia Garcia

Final Approval Date: 03/15/2013

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-314-01-29
Work Authorization Form

Work Authorization No. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide professional construction management services and construction staking services for the construction of the Thomas Road project with limits from McColl Road on the west to Jackson Road on the east. A portion of this project is being constructed by County forces.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is not to exceed **\$10,000.00**. A detailed breakdown of the amount to be paid is more particularly described in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING

This Work Authorization shall be funded through funding source:

Account No. _____

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2013.

ENGINEER:

R. Gutierrez Engineering Corporation

By: 
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

- ATTACHMENT A – Services to be Provided by the Owner
- ATTACHMENT B – Services to be Provided by the Engineer
- ATTACHMENT C – Work Schedule
- ATTACHMENT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-314-01-29

Work Authorization No. 3

ATTACHMENT 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**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9, both of this Agreement.
- (2) 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.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-314-01-29
Work Authorization Form

Work Authorization No. 3

ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

- 1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
- 2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.
- 3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

- 4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.
- 5) Change Orders. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to new requirements directed by the Owner.
- 6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2013												2014		
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB			
Thomas Road															
Construction Administration															
Construction Staking															

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-314-01-29

Work Authorization No. 3

ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	Hourly Rate
Principal	\$ 291.41/HR
Project Manager	\$ 208.15/HR
Senior Engineer	\$ 149.87/HR
Engineer/RPLS	\$ 116.57/HR
Graduate Engineer	\$ 99.91/HR
Senior Engineering Tech	\$ 86.60/HR
CADD-Design Technician	\$ 69.28/HR
Clerical	\$ 63.28/HR
Survey Crew	\$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	\$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	\$ 20 / letter
Copies (8 1/2" x 11")	\$.15 / copy
Bond Plots	\$ 0.75 / Sq Ft
Color Plots	\$ 2.00 / Sq Ft
Mylar Plots	\$ 2.50 / Sq Ft

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres Road, Suite G
Pharr, TX 78577

FROM: Ramiro Gutierrez
SUBJECT: Thomas Road Construction Staking Svcs
PROJECT NO.: ENG13.103
DATE: March 14, 2013

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

<input type="checkbox"/> BLUEPRINTS	<input type="checkbox"/> PLANS	<input type="checkbox"/> SHOP DRAWINGS	<input type="checkbox"/> CD
<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> SAMPLES	<input type="checkbox"/> PAYMENT REQUEST	<input type="checkbox"/> INVOICE
<input type="checkbox"/> BID TABULATION	<input checked="" type="checkbox"/> CONTRACT DOCUMENTS	<input type="checkbox"/> RECORD DRAWINGS	<input type="checkbox"/> OTHER: INVOICE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
2	-	Work Authorization No. 3

THESE ARE TRANSMITTED AS CHECKED BELOW:

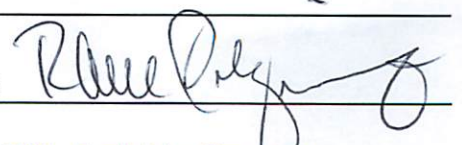
<input type="checkbox"/> FOR BIDS DUE	<input type="checkbox"/> APPROVED AS NOTED	<input type="checkbox"/> FOR YOUR RECORDS
<input checked="" type="checkbox"/> FOR APPROVAL	<input type="checkbox"/> APPROVED AS SUBMITTED	<input type="checkbox"/> FOR YOUR ACKNOWLEDGEMENT
<input type="checkbox"/> FOR YOUR USE	<input type="checkbox"/> RETURN FOR CORRECTIONS	<input type="checkbox"/> RESUBMIT FOR APPROVAL
<input type="checkbox"/> AS REQUESTED	<input type="checkbox"/> FOR FURTHER PROCESSING	<input type="checkbox"/> ON LOAN
<input type="checkbox"/> FOR REVIEW AND COMMENT	<input type="checkbox"/> FOR SIGNATURE	<input type="checkbox"/> OTHER

COMMENTS: Enclosed are 2 Work Authorizations for the Thomas Road Construction Staking Services project with limits from McColl Road to Jackson Rd. If this work authorization meets your approval, please place it on Commissioner's Court for approval and signature. Please return one original to me for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Thank you.

Copy Distribution: file

Received by:



AI-37681

Purchasing Department 10. C.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Martha L. Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Request for Payment Application No. 3 in the amount of **\$110,700.35** as submitted by Holchemont, LTD, awarded contractor for the "Construction Of A 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 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

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

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Payment App. #3

Form Review

Inbox
Auditor's Office

Reviewed By
Monica Badillo

Date

03/15/2013 04:22 PM

Form Started By: Vangie Garcia

Started On: 03/14/2013 10:02 AM

Final Approval Date: 03/15/2013

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. Three (03)

Date Submitted: 3/13/13

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



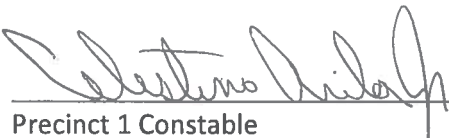
Construction Manager

3/13/13
Date



Precinct 1 Commissioner

3-14-13
Date



Precinct 1 Constable

03-15-13
Date



Acknowledge Receipt – Purchasing Dept.

3/15-13@11:15
Date

Facilities Management Dept.

Date

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: 003

PERIOD TO: Jan. 4, 2013

PROJECT NOS: 1207-PCT-19

CONTRACT DATE:

Distribution to:
 OWNER
 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)	\$ 169,437.27
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$ 6,309.16
b. <u>5</u> % of Stored Material (Column F on G703)	\$ 2,162.70
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 8,471.86
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 160,965.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 50,265.06
8. CURRENT PAYMENT DUE	\$ 110,700.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 563,034.59

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: 3/11/13
 State of: TEXAS County of: HIDALGO
 Subscribed and sworn to before me this 11th day of MAR 2013
 Notary Public: Louanna Hernandez
 My Commission expires: Jan 18, 2016



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 \$ **110,700.35**

(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:

By: George A Garcia Date: 3-13-13

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

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

3

Contractor's signed certification is attached.

APPLICATION DATE:

JAN. 4, 2013

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 NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Architect Allowance	\$5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
2	Plumbing Allowance	\$2,800.00				\$0.00	0.00%	\$2,800.00	\$0.00
3	Insurance & PPBond	\$18,916.86	\$18,916.86			\$18,916.86	100.00%	\$0.00	\$945.84
4	GC Fee	\$44,157.00	\$6,623.55	\$4,415.70		\$11,039.25	25.00%	\$33,117.75	\$551.96
5	General Conditions	\$57,578.14	\$19,394.54	\$6,515.62		\$25,910.16	45.00%	\$31,667.98	\$1,295.51
6	Bld. Pad. - Excavation	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$75.00
7	Bld. Pad - Fill	\$4,831.00	\$4,831.00			\$4,831.00	100.00%	\$0.00	\$241.55
8	Concrete Materials	\$11,620.00		\$11,620.00		\$11,620.00	100.00%	\$0.00	\$581.00
9	Concrete Rebar SOG	\$10,000.00		\$10,000.00		\$10,000.00	100.00%	\$0.00	\$500.00
10	Concrete Rebar Masonry	\$9,118.00				\$0.00	0.00%	\$9,118.00	\$0.00
11	Concrete Accessories	\$1,900.00				\$0.00	0.00%	\$1,900.00	\$0.00
12	Concrete Labor SOG	\$10,300.00		\$10,300.00		\$10,300.00	100.00%	\$0.00	\$515.00
13	Concrete Labor Flat Work	\$5,000.00		\$5,000.00		\$5,000.00	100.00%	\$0.00	\$250.00
14	Termite Treatment	\$571.00		\$571.00		\$571.00	100.00%	\$0.00	\$28.55
15	Masonry Materials	\$22,000.00			\$18,000.00	\$18,000.00	81.82%	\$4,000.00	\$900.00
16	Masonry Labor	\$22,600.00				\$0.00	0.00%	\$22,600.00	\$0.00
17	Structural Steel Erection	\$5,924.00				\$0.00	0.00%	\$5,924.00	\$0.00
18	Structural Steel Materials	\$11,590.00			\$11,590.00	\$11,590.00	100.00%	\$0.00	\$579.50
19	Structural Steel Joists & Deck	\$13,664.00			\$13,664.00	\$13,664.00	100.00%	\$0.00	\$683.20
20	Canopy Labor	\$2,500.00				\$0.00	0.00%	\$2,500.00	\$0.00
21	Canopy Materials	\$3,777.00				\$0.00	0.00%	\$3,777.00	\$0.00
22	Rough Carpentry Labor	\$3,500.00				\$0.00	0.00%	\$3,500.00	\$0.00
23	Rough Carpentry Materials	\$4,100.00				\$0.00	0.00%	\$4,100.00	\$0.00
24	Doors & HM Frames	\$9,900.00				\$0.00	0.00%	\$9,900.00	\$0.00
25	Door & HM Frame Labor	\$2,500.00				\$0.00	0.00%	\$2,500.00	\$0.00
26	Finish Hardware	\$10,967.00				\$0.00	0.00%	\$10,967.00	\$0.00
27	Finish Hardware Labor	\$3,000.00				\$0.00	0.00%	\$3,000.00	\$0.00
28	Overhead Doors Materials	\$3,500.00				\$0.00	0.00%	\$3,500.00	\$0.00
29	Overhead Doors Labor	\$1,167.00				\$0.00	0.00%	\$1,167.00	\$0.00
30	Glass & Glazing Materials	\$2,000.00				\$0.00	0.00%	\$2,000.00	\$0.00
31	Glass & Glazing Labor	\$1,656.00				\$0.00	0.00%	\$1,656.00	\$0.00

HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES										AIA DOCUMENT G703			PAGE 3 OF 4 PAGES	
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing										APPLICATION NO:			3	
Contractor's signed certification is attached.										APPLICATION DATE:			JAN. 4, 2013	
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 NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)					
32	Tile Flooring	\$20,000.00				\$0.00	0.00%	\$20,000.00	\$0.00					
33	Tile Flooring Labor	\$9,978.00				\$0.00	0.00%	\$9,978.00	\$0.00					
34	Tape & Float Materials	\$2,500.00				\$0.00	0.00%	\$2,500.00	\$0.00					
35	Tape & Float Labor	\$3,500.00				\$0.00	0.00%	\$3,500.00	\$0.00					
36	Painting Materials	\$3,500.00				\$0.00	0.00%	\$3,500.00	\$0.00					
37	Painting Labor	\$4,085.00				\$0.00	0.00%	\$4,085.00	\$0.00					
38	Millwork Materials	\$3,000.00				\$0.00	0.00%	\$3,000.00	\$0.00					
39	Millwork Labor	\$2,508.00				\$0.00	0.00%	\$2,508.00	\$0.00					
40	Gyp Assemblies Materials	\$15,685.00				\$0.00	0.00%	\$15,685.00	\$0.00					
41	Gyp Assemblies Labor	\$14,302.00				\$0.00	0.00%	\$14,302.00	\$0.00					
42	Concrete Pump	\$2,000.00		\$2,000.00		\$2,000.00	100.00%	\$0.00	\$100.00					
43	Fence & Gates Materials	\$1,500.00				\$0.00	0.00%	\$1,500.00	\$0.00					
44	Fence & Gates Labor	\$590.00				\$0.00	0.00%	\$590.00	\$0.00					
45	Restroom Accessories	\$1,750.00				\$0.00	0.00%	\$1,750.00	\$0.00					
46	Restroom Accessories Labor	\$800.00				\$0.00	0.00%	\$800.00	\$0.00					
47	Wet Fire Sprinkler Materials	\$12,000.00		\$4,000.00		\$4,000.00	33.33%	\$8,000.00	\$200.00					
48	Wet Fire Sprinkler Labor	\$6,284.00		\$1,000.00		\$1,000.00	15.91%	\$5,284.00	\$50.00					
49	HVAC Duct Materials	\$18,020.00				\$0.00	0.00%	\$18,020.00	\$0.00					
50	HVAC Labor	\$33,532.00				\$0.00	0.00%	\$33,532.00	\$0.00					
51	HVAC Equip Materials	\$5,073.00				\$0.00	0.00%	\$5,073.00	\$0.00					
52	HVAC Equip Labor	\$2,500.00				\$0.00	0.00%	\$2,500.00	\$0.00					
53	Test & Balance	\$3,950.00				\$0.00	0.00%	\$3,950.00	\$0.00					
54	Plumbing Rough IN	\$11,000.00		\$11,000.00		\$11,000.00	100.00%	\$0.00	\$550.00					
55	Plumbing Lines & Vents	\$16,000.00				\$0.00	0.00%	\$16,000.00	\$0.00					
56	Plumbing Fixtures	\$5,500.00				\$0.00	0.00%	\$5,500.00	\$0.00					
57	Electrical Materials	\$63,566.00	\$1,644.64	\$2,902.36	\$0.00	\$4,547.00	7.14%	\$59,019.00	\$227.35					
58	Generator	\$42,202.00				\$0.00	0.00%	\$42,202.00	\$0.00					
59	Electrical Labor	\$31,943.00		\$3,948.00		\$3,948.00	12.36%	\$27,995.00	\$197.40					
60	Fire Alarm	\$15,000.00				\$0.00	0.00%	\$15,000.00	\$0.00					
61	Security Alarm	\$7,500.00				\$0.00	0.00%	\$7,500.00	\$0.00					
62	Roofing Materials	\$32,000.00				\$0.00	0.00%	\$32,000.00	\$0.00					

Innovative Block of South Texas, Ltd

240 E 1st Street
 PO Box 30
 La Feria, TX 78559
 USA

Voice: 956-797-4200
 Fax: 956-797-4201

INVOICE

Invoice Number: 49768
 Invoice Date: Dec 19, 2012
 Page: 1

Duplicate

Bill To:
Tapia Masonry-HIDALGO PCT 1 CONSTABLE 1311 Fir Street Pharr, TX 78577 USA

Ship to:
HIDALGO CTY PCT 1 CONSTABLE OFFICE HIDALGO PCT 1 CONSTABLE OFFICE 1920 Joe Stephens Ave Weslaco, TX 78596 USA

Customer ID	Customer PO	Payment Terms	
TAP007		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Daniel Luna	Innovative Supply		1/18/13

Quantity	Item	Description	Unit Price	Amount
1,080.00	88L6.1871	8x8x16 Smooth Face w/Sash #2 Cream (L's)	2.15	2,322.00
	8836.1871	8x8x16 Smooth Face U Block #2 Cream	2.15	
	8816.1923	8x8x16 Smooth Face Stetcher #8 Tan	1.95	
	88L6.1923	8x8x16 Smooth Face w/Sash #8 Tan (L's)	2.15	
	9210.0002	Mortar Sand - (1 Ton)	61.00	
	9289.0001	Capitol Cement Type S - 75# (45pcs)	6.49	
15.00	9121.0000	Pallet Charge	10.00	150.00
1.00	Freight	Freight Charges (Minimum \$50 One Way)	50.00	50.00

Subtotal	2,522.00
Sales Tax	
Total Invoice Amount	2,522.00
Payment/Credit Applied	
TOTAL	2,522.00

Check/Credit Memo No:

Accounts not paid within terms are subject to an 18% annual late fee.

Innovative Block of South Texas, Ltd

240 E 1st Street
 PO Box 30
 La Feria, TX 78559
 USA

Voice: 956-797-4200

Fax: 956-797-4201

INVOICE

Invoice Number: 49789

Invoice Date: Dec 20, 2012

Page: 1

Duplicate

Bill To:
Tapia Masonry-HIDALGO PCT 1 CONSTABLE 1311 Fir Street Pharr, TX 78577 USA

Ship to:
HIDALGO CTY PCT 1 CONSTABLE OFFICE HIDALGO PCT 1 CONSTABLE OFFICE 1920 Joe Stephens Ave Weslaco, TX 78596 USA

Customer ID	Customer PO	Payment Terms	
TAP007		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Daniel Luna	Innovative Supply		1/19/13

Quantity	Item	Description	Unit Price	Amount
1,080.00	88L6.1871	8x8x16 Smooth Face w/Sash #2 Cream (L's)	2.15	2,322.00
	8836.1871	8x8x16 Smooth Face U Block #2 Cream	2.15	
	8816.1923	8x8x16 Smooth Face Stetcher #8 Tan	1.95	
	88L6.1923	8x8x16 Smooth Face w/Sash #8 Tan (L's)	2.15	
	9210.0002	Mortar Sand - (1 Ton)	61.00	
	9289.0001	Capitol Cement Type S - 75# (45pcs)	6.49	
15.00	9121.0000	Pallet Charge	10.00	150.00
3.00	9124.0004	Production Mold Setup Fee	250.00	750.00
1.00	Freight	Freight Charges (Minimum \$50 One Way)	50.00	50.00
Subtotal				3,272.00
Sales Tax				
Total Invoice Amount				3,272.00
Payment/Credit Applied				
TOTAL				3,272.00

Check/Credit Memo No:

Accounts not paid within terms are subject to an 18% annual late fee.

Innovative Block of South Texas, Ltd

240 E 1st Street
 PO Box 30
 La Feria, TX 78559
 USA

Voice: 956-797-4200
 Fax: 956-797-4201

INVOICE

Invoice Number: 49790
 Invoice Date: Dec 20, 2012
 Page: 1

Duplicate

Bill To:
Tapia Masonry-HIDALGO PCT 1 CONSTABLE 1311 Fir Street Pharr, TX 78577 USA

Ship to:
HIDALGO CTY PCT 1 CONSTABLE OFFICE HIDALGO PCT 1 CONSTABLE OFFICE 1920 Joe Stephens Ave Weslaco, TX 78596 USA

Customer ID	Customer PO	Payment Terms	
TAP007		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Daniel Luna	Innovative Supply		1/19/13

Quantity	Item	Description	Unit Price	Amount
432.00	88L6.1871	8x8x16 Smooth Face w/Sash #2 Cream (L's)	2.15	928.80
	8836.1871	8x8x16 Smooth Face U Block #2 Cream	2.15	
648.00	8826.1871	8x8x16 Smooth Face Knock Out #2 Cream	2.45	1,587.60
	8816.1923	8x8x16 Smooth Face Stetcher #8 Tan	1.95	
144.00	88L6.1923	8x8x16 Smooth Face w/Sash #8 Tan (L's)	2.15	309.60
	9210.0002	Mortar Sand - (1 Ton)	61.00	
	9289.0001	Capitol Cement Type S - 75# (45pcs)	6.49	
17.00	9121.0000	Pallet Charge	10.00	170.00
1.00	Freight	Freight Charges (Minimum \$50 One Way)	50.00	50.00
Subtotal				3,046.00
Sales Tax				
Total Invoice Amount				3,046.00
Payment/Credit Applied				
TOTAL				3,046.00

Check/Credit Memo No:

Accounts not paid within terms are subject to an 18% annual late fee.

Innovative Block of South Texas, Ltd

240 E 1st Street
 PO Box 30
 La Feria, TX 78559
 USA

Voice: 956-797-4200
 Fax: 956-797-4201

INVOICE

Invoice Number: 49806
 Invoice Date: Dec 20, 2012
 Page: 1

Duplicate

Bill To:
Tapia Masonry-HIDALGO PCT 1 CONSTABLE 1311 Fir Street Pharr, TX 78577 USA

Ship to:
HIDALGO CTY PCT 1 CONSTABLE OFFICE HIDALGO PCT 1 CONSTABLE OFFICE 1920 Joe Stephens Ave Weslaco, TX 78596 USA

Customer ID	Customer PO	Payment Terms	
TAP007		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Daniel Luna	Innovative Supply		1/19/13

Quantity	Item	Description	Unit Price	Amount
1,224.00	88L6.1871	8x8x16 Smooth Face w/Sash #2 Cream (L's)	2.15	2,631.60
	8836.1871	8x8x16 Smooth Face U Block #2 Cream	2.15	
	8816.1923	8x8x16 Smooth Face Stetcher #8 Tan	1.95	
	88L6.1923	8x8x16 Smooth Face w/Sash #8 Tan (L's)	2.15	
	9210.0002	Mortar Sand - (1 Ton)	61.00	
	9289.0001	Capitol Cement Type S - 75# (45pcs)	6.49	
17.00	9121.0000	Pallet Charge	10.00	170.00
1.00	Freight	Freight Charges (Minimum \$50 One Way)	50.00	50.00
Subtotal				2,851.60
Sales Tax				
Total Invoice Amount				2,851.60
Payment/Credit Applied				
TOTAL				2,851.60

Check/Credit Memo No:

Accounts not paid within terms are subject to an 18% annual late fee.

Innovative Block of South Texas, Ltd

240 E 1st Street
 PO Box 30
 La Feria, TX 78559
 USA

Voice: 956-797-4200
 Fax: 956-797-4201

INVOICE

Invoice Number: 49821
 Invoice Date: Dec 21, 2012
 Page: 1

Duplicate

Bill To:
Tapia Masonry-HIDALGO PCT 1 CONSTABLE 1311 Fir Street Pharr, TX 78577 USA

Ship to:
HIDALGO CTY PCT 1 CONSTABLE OFFICE HIDALGO PCT 1 CONSTABLE OFFICE 1920 Joe Stephens Ave Weslaco, TX 78596 USA

Customer ID	Customer PO	Payment Terms	
TAP007		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Daniel Luna	Innovative Supply		1/20/13

Quantity	Item	Description	Unit Price	Amount
	88L6.1871	8x8x16 Smooth Face w/Sash #2 Cream (L's)	2.15	
360.00	8836.1871	8x8x16 Smooth Face U Block #2 Cream	2.15	774.00
360.00	8836.1923	8x8x16 Smooth Face U Block #8 Tan	2.15	774.00
288.00	8826.1923	8x8x16 Smooth Face Knock Out #8 Tan	2.45	705.60
	8816.1923	8x8x16 Smooth Face Stetcher #8 Tan	1.95	
	88L6.1923	8x8x16 Smooth Face w/Sash #8 Tan (L's)	2.15	
	9210.0002	Mortar Sand - (1 Ton)	61.00	
	9289.0001	Capitol Cement Type S - 75# (45pcs)	6.49	
14.00	9121.0000	Pallet Charge	10.00	140.00
1.00	Freight	Freight Charges (Minimum \$50 One Way)	50.00	50.00
Subtotal				2,443.60
Sales Tax				
Total Invoice Amount				2,443.60
Payment/Credit Applied				
TOTAL				2,443.60

Check/Credit Memo No:

Accounts not paid within terms are subject to an 18% annual late fee.

Innovative Block of South Texas, Ltd

240 E 1st Street
 PO Box 30
 La Feria, TX 78559
 USA

Voice: 956-797-4200
 Fax: 956-797-4201

INVOICE

Invoice Number: 49950
 Invoice Date: Dec 31, 2012
 Page: 1

Duplicate

Bill To:
Tapia Masonry-HIDALGO PCT 1 CONSTABLE 1311 Fir Street Pharr, TX 78577 USA

Ship to:
HIDALGO CTY PCT 1 CONSTABLE OFFICE HIDALGO PCT 1 CONSTABLE OFFICE 1920 Joe Stephens Ave Weslaco, TX 78596 USA

Customer ID	Customer PO	Payment Terms	
TAP007		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Daniel Luna	Innovative Supply		1/30/13

Quantity	Item	Description	Unit Price	Amount
	88L6.1871	8x8x16 Smooth Face w/Sash #2 Cream (L's)	2.15	
	8836.1871	8x8x16 Smooth Face U Block #2 Cream	2.15	
	8816.1923	8x8x16 Smooth Face Stetcher #8 Tan	1.95	
	88L6.1923	8x8x16 Smooth Face w/Sash #8 Tan (L's)	2.15	
18.00	9210.0002	Mortar Sand - (1 Ton)	61.00	1,098.00
90.00	9289.0001	Capitol Cement Type S - 75# (45pcs)	6.49	584.10
8.00	9510.0001	8" Truss Hot Galv Wire(Bundle)	245.10	1,960.80
3.00	9500.0001	8" Truss Mill Galv Wire(Bundle)	185.25	555.75
	9121.0000	Pallet Charge	10.00	
	Freight	Freight Charges (Minimum \$50 One Way)	50.00	
Subtotal				4,198.65
Sales Tax				
Total Invoice Amount				4,198.65
Payment/Credit Applied				
TOTAL				4,198.65

Check/Credit Memo No:

Accounts not paid within terms are subject to an 18% annual late fee.

Sidney Sosa
1808 N. 13th 1/2 St.
McAllen, TX. 78501
Phone: (956) 972-1212
E-Mail: sid_r_sosa3@sbcglobal.net

INVOICE

CUSTOMER: SSF	INVOICE # 21-12
JOB # / PROJECT 1402 Constable's Office Bldg Precinct 1	DATE 11/6/12
DESCRIPTION OF WORK Submitted complete job for Fabrication	AMOUNT \$ 600.00
TOTAL	\$ 600.00

RECEIVED
NOV 06 2012
BY:

POSTED

Patrin full

YOUR PROMPT REMITTANCE IS APPRECIATED
THANK YOU

Sid Sosa

SOUTHERN STEEL FABRICATORS

P.O. BOX 130
 LA BLANCA, TX 78558
 PH: 956-464-7766 FX: 956-464-7766

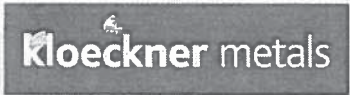
Invoice

DATE	INVOICE #
11/19/2012	1402- Fab.

BILL TO
SOUTHERN STEEL FABRICATORS P O BOX 130 LA BLANCA, TX 78558

P.O. NO.	TERMS	DUE DATE	PROJECT
	NET 30 DAYS	12/19/2012	1402

DESCRIPTION	AMOUNT
NEW CONSTABLE PRECINCT No. 1 WESLACO, TX FABRICATION	4,875.59
TOTAL.....	\$4,875.59



14200 Almeda Road
Houston
TX 772450469
Phone - (713) 433-7211
Fax - (713) 434-0041

Sales Order
8604936

Customer PO: 34416-1402

KLOECKNER METALS CORPORATION AND SUBSIDIARIES

Sold To: (63500) Southern Steel Fabricators D/B/A Southern Steel Fab Ltd La Blanca , TX 785580000 (956) 464 - 7766	Bill To : (1) Sanco Steel Ltd D/B/A Southern Steel Fab Ltd La Blanca , TX 785580000 (956) 464 - 7766	Ship To : (3) Southern Steel Fab Ltd Will Call Houston , TX 77053 (0) -	Job : X X TX 0	Misc.
---	---	--	-----------------------------	--------------

Date Entered	VIA	FOB	Earliest Ship Date	Must Ship Date	Ship Region	Ship Area	Entered By	Inside Sales
NOV-30-2012	Customer Pickup	Our Plant	NOV-30-2012	NOV-30-2012	Will Call	00	SKENNEDY	Steve Kennedy
Terms: Net 30								

Line	Part	Item Description	Size	Track No.	Quantity	Price	Weight	Total
O 1		W.F. Beam 18 X 40 * Astm A572 Grade 50 / A992	55'	0000	1 PCS	40.90 CWT	2,200	\$899.80
O 2		W.F. Beam 16 X 26 * Astm A572 Grade 50 / A992	20'	0000	1 PCS	40.90 CWT	520	\$212.68
O 3		W.F. Beam 16 X 26 Astm A572 Grade 50 / A992	55'	0000	1 PCS	41.40 CWT	1,430	\$592.02
O 4		Struct. SQ. Tubing 5 X 1/4 * Astm A500 Grade - B	20'	0000	1 PCS	50.90 CWT	312	\$158.80
O 5		Struct. SQ. Tubing 5 X 1/4 * Astm A500 Grade - B	48'	0000	1 PCS	50.90 CWT	750	\$381.75
O 6		Struct SQ Tubing 4 x 5/16 * Astm A500 Grade - B	20'	0000	1 PCS	50.90 CWT	297	\$151.17
O 7		Struct SQ Tubing 4 x 5/16 * Astm A500 Grade - B	48'	0000	1 PCS	50.90 CWT	712	\$362.40
O 8		Struct SQ Tubing 6 X 5/16 * Astm A500 Grade - B	40'	0000	4 PCS	50.90 CWT	3,734	\$1,900.60
O 9		Struct. Angles 3 X 3 X 1/4 Astm A36/A529-50	20'	0000	30 PCS	44.90 CWT	2,940	\$1,320.06
O 10		Struct. Angles 3 X 3 X 3/16 Astm A36/A529-50	40'	0000	2 PCS	45.50 CWT	297	\$135.13

Sub Total \$6,114.41





14200 Alameda Road
 Houston
 TX 772450469
 Phone - (713) 433-7211
 Fax - (713) 434-0041

**Sales Order
 8604936**

Customer PO: 34416-1402

KLOECKNER METALS CORPORATION AND SUBSIDIARIES

* Fuel surcharge is per CWT
 and may change monthly

Total Weight

*Fuel Surcharge	\$0.00
Tax	\$0.00
Grand Total	\$6,114.41



LOECKNER METALS CORPORATION AND SUBSIDIARIES

Load no. 1513805

Sold To: 63500
 Sanco Steel Ltd
 D/B/A Southern Steel Fab Ltd
 P. O. Box 130
 La Blanca, TX 785580000
Phone # (956)464-7766

Ship To: 3
 Southern Steel Fab Ltd
 Will Call
 Houston, TX 77053
Phone # () -

Via Customer Pickup
FOB Our Plant
Freight Collect
Carrier
Truck #

Control #	7698338
Bill of Lading	7698338
Ship Date	12/03/12

CUST PO: **Order#:** **Entered By:** SKENNEDY

Line Item Description	Size	Pcs	Net Weight
2 W.F. Beam 16 X 26 Astm A572 Grade 50 / A992 Cust PO 34416-1402 Order# 8604936 Job: 5 -- Misc. Heat Num: 42890 Mill Id: 20 FTG	20'	1	520
4 Struct. SQ. Tubing 5 X 1/4 Astm A500 Grade - B Cust PO 34416-1402 Order# 8604936 Job: 5 -- Misc. Heat Num: 24084 Mill Id: 20 FTG	20'	1	312
5 Struct. SQ. Tubing 5 X 1/4 Astm A500 Grade - B Cust PO 34416-1402 Order# 8604936 Job: 5 -- Misc. Heat Num: 25182 Mill Id: 48 FTG	48'	1	750
6 Struct SQ Tubing 4 x 5/16 Astm A500 Grade - B Cust PO 34416-1402 Order# 8604936 Job: 5 -- Misc. Heat Num: 24113 Mill Id: 20 FTG	20'	1	297
7 Struct SQ Tubing 4 x 5/16 Astm A500 Grade - B Cust PO 34416-1402 Order# 8604936 Job: 5 -- Misc. Heat Num: 24113 Mill Id: 48 FTG	48'	1	712
8 Struct SQ Tubing 6 X 5/16 Astm A500 Grade - B Cust PO 34416-1402 Order# 8604936 Job: 5 -- Misc. Heat Num: 25197 Mill Id: 160 FTG	40'	4	3,734
10 Struct. Angles 3 X 3 X 3/16 Astm A36/A529-50 Cust PO 34416-1402 Order# 8604936 Job: 5 -- Misc. Heat Num: JW12108384 Mill Id: 80 FTG	40'	2	297

Carrier Signature Customer Signature Shipper Signature /Date

Total Pieces	Gross Wgt	Tare Wgt	Net Wgt
11	6,622	0	6,622



NUCOR
VULCRAFT-GRAPELAND

EIN: 13-1860817
 Telephone: (936) 687-4665

Please Remit To:
VULCRAFT TEXAS
 P.O. Box 843379, DALLAS, TX, 75284-3379

Invoice No: 9000161609
 Billing Date: Dec 12, 2012
 Job No: 066-12-0494
 Cust No: 13401

BILL TO:
 SOUTHERN STEEL FABRICATORS, LTD.
 P.O. Box 130
 LA BLANCA, TX 78558

SHIP TO:
 HIDALGO CO NEW CONSTABLE'S OFFICES
 1900 JOE STEVENS BLVD
 WESLACO, TX 78596

P.O. Number - PO#34197-1402	State Sales Tax Number TX 17429154150	Terms 0.5% 10 Days/Net 30
---------------------------------------	---	-------------------------------------

Description	Amount
1 Shipments for this Invoice	
6000170252 (X604)	
***** JOIST *****	5,020.09 USD
Steel Joist and Accessories per Contract	
***** DECK *****	5,560.00 USD
Steel DECK and Accessories per Contract	
TX State Tax: 0.00 (0.000 %)	
HIDALGO County Tax: 0.00 (0.000 %)	
WESLACO City Tax: 0.00 (0.000 %)	
Other Tax: 0.00 (0.000 %)	
Freight:	806.91 USD
Tax amount:	0.00 USD
If your state does not include tax on freight, this tax amount is on MATERIAL ONLY.	
Total Due:	\$11,387.00 USD

POSTED

INVOICE

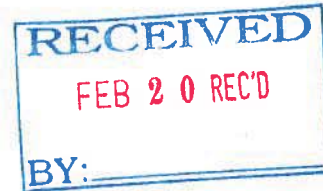
Discount of \$56.94- may be taken if postmarked by 12/22/2012.
 Otherwise Net 30 from date of invoice. No retainage permitted. Discount must be earned
 No discount on tax.

RECEIVED
 DEC 17 2012
 BY: _____

NUCOR
VULCRAFT GROUP

GRAPELAND DIVISION

2/13/13



CERTIFIED MAIL 7010 3090 0003 1206 8125

RETURN RECEIPT REQUESTED

**HOLCHEMONT CONSTRUCTION
900 N MAIN STREET
MC ALLEN, TX 78501**

Re: HIDALGO CO NEW CONSTABLE'S OFFICES, WESLACO, TX 78596

Vulcraft File: 066-12-0494

Invoice(s): 9000161609

Gentlemen:

We routinely notify the original contractor on a construction project if an account is not current. This is a necessary technicality to preserve our lien rights.

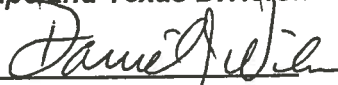
We have furnished material to SOUTHERN STEEL FABRICATORS, LTD. for the referenced project. The amount of \$11,387.00 is currently unpaid and owing for such material.

If payment is not received, a mechanic's and/or materialman's lien could be filed and enforced against your project.

We would appreciate receiving the aforementioned sum within ten (10) days from the date of this letter. Thank you for your cooperation.

Sincerely,

**Nucor
Vulcraft Group
Grapeland Texas Division**

**By 
Daniel J. Wilson
Controller**

**cc: HOLCHEMONT CONSTRUCTION
SOUTHERN STEEL FABRICATORS, LTD.**

P O BOX 186

GRAPELAND, TEXAS 75844
FINANCE DEPARTMENT

PHONE 936 687 4665
PHONE 936 687 3154

FAX 936 687 4290
FAX 936 687 3127

Rx Date/Time MAR-13-2013(WED) 11:03
Mar. 13. 2013 11:23AM

No. 1020 P. 1 P. 001

SOUTHERN STEEL FABRICATORS
P.O. BOX 130
LA BLANCA, TX 78558
PH. 956-464-7766 Ex. 956-464-7766

Invoice

DATE	INVOICE #
11/19/2012	1402-O/P

BILL TO
SOUTHERN STEEL FABRICATORS P O BOX 130 LA BLANCA, TX 78558

P.O. NO.	TERMS	DUE DATE	PROJECT
	NET 30 DAYS	12/19/2012	1402

DESCRIPTION	AMOUNT
NEW CONSTABLE PRECINCT No. 1 WESLACO, TX	
JOIST & DECK - OVERHEAD AND PROFIT	2,277.00
TOTAL.....	\$2,277.00

Prevailing Wage Rates Certification Statement

Date: 3/13/13

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

Contractor: Holchemont

Contract #: C-11-201-11

Application for Payment #: Three (3)

I, Rene Salinas
(Name of Signatory Party)

Const. Manager
(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



HOLCHEMONT, LTD.

900 N. Main St.

McAllen, Texas 78501

March 11, 2013

**Re: Hidalgo County Pct. 1 - Constable's Office -
Payment Applications pending items**

Hidalgo County Purchasing Department, Auditor's Office, Alcocer Garcia & Associates
and G. A. S. Enterprises:

There are no partial waivers for payment application no. 2 because as of March 11, 2013,
Holchemont, Ltd. has not been paid for said invoice.

We are resubmitting payment application no. 3 at this time as requested.

Respectfully,



Lori A. Palmer

Cc: File
Michael Montalvo

Contractor's Certification for Payment Application 3

Project No. 2012-028-05-09-MSS

PO# 680750

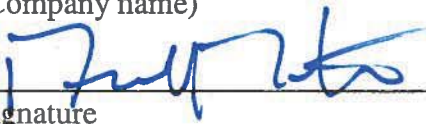
GC Project No. 1207-PCT-19

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: March 11, 2013

Holchemont, Ltd.

(Company name)

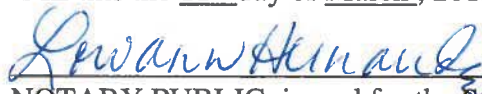

Signature

Manager

Title

SUBSCRIBED AND SWORN TO BEFORE ME this the 11th day of March, 2013




NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: January 18, 2016

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 \$ 110,700.35 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.

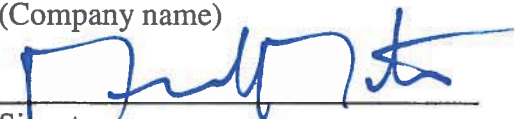
Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

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: March 11, 2013

Holchemont, Ltd.

(Company name)




Signature

Manager

Title

SUBSCRIBED AND SWORN TO BEFORE ME this the 11th day of March, 2013


NOTARY PUBLIC, in and for the State of Texas



My Commission Expires: January 18, 2016

AI-37359

10. D.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Hon. Paul Villarreal, Jr.

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a 12-month renewal software maintenance agreement through our membership/participation with Department of Information Resources (DIR) awarded vendor CASO Document Management, contract #DIR-SDD-1429 through requisition #228560 in the amount of \$9,708.08, effective upon approval-(3-1100-415-15-140-001-0-336).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-15-140-001-0-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req#228560 available for CASO Document Management

Attachments

LEGAL LETTER

AGREEMENT

QUOTE

REQUISITION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/11/2013 12:44 PM
Budget & Management	Obdett Calzada	03/11/2013 01:11 PM
Roland Garcia	Rolando Garcia	03/15/2013 08:58 AM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Lisa Vela		Started On: 02/28/2013 09:43 AM
	Final Approval Date: 03/15/2013	

liza.lopez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, March 04, 2013 9:33 AM
To: liza.lopez
Subject: Fwd: CASO AGREEMENT fof TAX OFFICE REQ228560

Ms. Liza:
Proceed to place on agenda.
Thanks,
Marty

PS Attach this e-mail.

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "michael garza" <michael.garza@da.co.hidalgo.tx.us>
Cc: "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
Sent: Monday, March 4, 2013 9:22:18 AM
Subject: RE: CASO AGREEMENT fof TAX OFFICE REQ228560

Marty,

I have reviewed the software management agreement with CASO and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Clossner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1. SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2. ATTORNEY WORK PRODUCT; and/or 3. CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 01, 2013 5:24 PM
To: josephine ramirez; michael garza
Cc: liza.lopez
Subject: Fwd: CASO AGREEMENT for TAX OFFICE REQ228560

Ms. Josephine:
Please review and comment as to form.
Thanks,
Marty

From: "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Cc: "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
Sent: Thursday, February 28, 2013 9:07:08 AM
Subject: CASO AGREEMENT for TAX OFFICE REQ228560

Please send to legal console for approval so we can add on to Commissioners Court for approval.
Thanks:
Liza Lopez
Purchasing Department
318-2626 ext 4866

CASO Document Management Software Maintenance Agreement

This Agreement is made and entered into this 1 day of January, 2013 by and between CASO Document Management, a Digitech Dealer with its principal offices at 3453 IH 35N, Suite 215, San Antonio, TX 78219 ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" in the space provided below ("Licensee"):

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Documentation. "Documentation" means electronic on-line material, including user manuals, provided by Digitech, Inc. for the Software and that relate to the functional, operational or performance characteristics of the Software.

(b) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation published by Digitech, Inc.

(c) EULA. "EULA" is defined in the recitals to this Agreement.

(d) Maintenance and Support Services. "Maintenance and Support Services" means all professional services provided under this Agreement by Service Provider.

(e) Software. "Software" means (1) the current released version of the computer software licensed by Licensee from Digitech, Inc. under the EULA and as listed on Exhibit B attached hereto, and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Digitech, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

(f) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Digitech, Inc. commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

CASO Document Management Software Maintenance Agreement

2. MAINTENANCE AND SUPPORT SERVICES.

Generally. Service Provider shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software that are confirmed by Digitech, Inc., in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by Service Provider and Licensee) in any configurations of the Workflow modules of the Software that are created by Service Provider or any integrations of the Software with other applications, software or hardware that are configured or created by Service Provider, which are confirmed by Service Provider, in the exercise of its commercially reasonable judgment; and (3) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Service Provider shall undertake to report to Digitech Inc. for confirmation any reported Errors promptly after receipt of proper notice from Licensee, in accordance with Section 4(c) of this Agreement and Service Provider's current Error reporting procedures. Service Provider shall undertake to confirm any reported defect(s) described in clause (2) above promptly after receipt of proper notice from Licensee in accordance with Service Provider's current defect reporting procedures. Service Provider shall perform services in an effort to correct confirmed Errors in the Software or defects in configurations or integrations created by Service Provider promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of 8 a.m. to 5 p.m., CT Time, Monday through Friday, excluding holidays, or as otherwise provided by Service Provider to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by on-line connectivity, telephonically or both.

(b) On-Site Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(a)(4), Service Provider may provide on-site Maintenance and Support Services at Licensee's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment.

3. UPGRADES AND ENHANCEMENTS. Service Provider will provide to Licensee, in accordance with Digitech, Inc.'s then current policies, all Upgrades and Enhancements to the Software released by Digitech, Inc. during the term of this Agreement. Licensee acknowledges and agrees that Digitech, Inc. has the right, at any time, to change the specifications and operating characteristics of the Software and Digitech, Inc.'s policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Digitech, Inc. and the sole and exclusive property of Digitech, Inc., and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Digitech, Inc.

CASO Document Management Software Maintenance Agreement

4. LICENSEE'S RESPONSIBILITIES.

(a) Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Service Provider and Digitech, Inc. shall have no responsibility or liability for data loss regardless of the reasons for said loss. Service Provider and Digitech, Inc. shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.

(b) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Service Provider, all Error corrections and Upgrades and Enhancements. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Service Provider of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

(c) Notice of Errors; Documentation of Errors. Licensee shall provide prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Service Provider's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Service Provider of any alleged Error. If requested by Service Provider, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Service Provider in the detection and correction of said Errors.

(d) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as Service Provider deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. In addition, Licensee acknowledges and agrees that Digitech, Inc. may be retained by Service Provider to provide Error corrections or other Maintenance and Support Services directly to Licensee and, accordingly, Licensee shall provide such same access directly to Digitech, Inc. Such right of access and use shall be provided at no cost or charge to Service Provider or Digitech, Inc.

5. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) Annual Maintenance Fees. Licensee shall pay to Service Provider annual maintenance fees in the amounts invoiced by Service Provider.

CASO Document Management Software Maintenance Agreement

(1) Initial Software. The table on Exhibit B attached hereto sets forth the aggregate invoice amounts for initial annual maintenance fees for each Software module initially licensed, and for all Software modules initially licensed in the aggregate. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA.

(2) Additional Software. Service Provider shall invoice Licensee for annual maintenance fees for all Software modules that Licensee additionally licenses under the EULA promptly upon acceptance of Licensee's purchase order for the purchase of Maintenance and Support Services for such Software.

(3) Renewal Periods. Service Provider shall invoice Licensee for annual maintenance fees for renewal terms at least forty-five (45) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences).

(a) (4) Time and Materials Charges. Notwithstanding anything to the contrary, if Licensee requests (1) Maintenance and Support Services that Service Provider is not obligated to provide because of the provisions of Section 2(c), and Service Provider agrees to provide such requested Services notwithstanding the provisions of Section 2(c), (2) on-site Maintenance and Support Services in accordance with Section 2(b), or (3) any other services in the nature of Maintenance and Support Services that Service Provider is not obligated to provide, or is not obligated to provide in the manner requested, and Service Provider agrees to provide the requested Maintenance and Support Services, then in any such case Licensee agrees that such Maintenance and Support Services shall not be covered by the annual maintenance fees under Section 5(a) and Licensee agrees to pay for such Maintenance and Support Services at Service Provider's standard time and materials charges payable by end users who have not purchased a continuing Software Maintenance Agreement from Service Provider. Service Provider shall invoice Licensee for all time and materials charges hereunder.

(b) Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Service Provider in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Service Provider, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. Service Provider shall invoice Licensee for all incidental costs and expenses hereunder.

CASO Document Management Software Maintenance Agreement

(c) Payments; Remedies.

(1) Annual Maintenance Fees. Licensee shall pay all invoices for annual maintenance fees in full on or before the last day of the then-current term of this Agreement.

(2) Other Payments. Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.

(3) Remedies. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues un-remedied for at least ten (10) calendar days after the due date of such payment, Service Provider shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee under this Agreement, shall have been cured.

6. LIMITED WARRANTY.

(a) Limited Warranty of Services. Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Licensee's sole remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(c) or (d), incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

7. TERM, RENEWAL AND TERMINATION.

(a) Term. Subject to the early termination provisions of Section 8(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that Service Provider issues to Licensee license codes for the Software modules licensed by Licensee under the EULA and shall expire on the first annual anniversary of such date; and, except as otherwise provided in Section 8(c)(3) below, the term of this Agreement shall be renewed: (1) at the end of the Initial

CASO Document Management Software Maintenance Agreement

Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis.

(b) Early Termination.

(1) Automatic. This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.

(2) By Service Provider For Cause. Service Provider shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA or any breach of Section 3 of this Agreement, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

(3) By Licensee.

(A) For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Service Provider.

(B) For Cause. Licensee shall be entitled to give written notice to Service Provider of any breach by Service Provider or other failure by Service Provider to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Service Provider to cure the breach or non-compliance. If Service Provider has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Service Provider of the "unused portion of the annual maintenance fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance fees paid by Licensee under Section 5(a) with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in

**CASO Document Management
Software Maintenance Agreement**

which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.

(C) Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider on or prior to the date payment is due under Section 5(c)(1) of Service Provider's invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.

(4) By Either Party in Accordance with Section 9. Either party may terminate this Agreement in accordance with the procedures set forth in Section 9.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

Service Provider

Business Address:

By: _____

By: 

Print Name: _____

Print Name: Candice Vance

Title: _____

Title: Maintenance Manager

Date: _____

Date: Monday, January 07, 2013

CASO Document Management Software Maintenance Agreement

Exhibit B- Scoop of Contract

- Caso is and shall remain a Digitech Systems vendor in good standing with a local presence in SW Texas.

- This contract includes:
 - ❖ Two annual visits to Tax Office and Motor Vehicle Department
 - ❖ Three hours each, to perform assigned tasks dealing with PaperVision Systems.
 - ❖ Caso will also provide additional service based on an hourly rate.
The trip charge and per diem for the 1st day is included. Additional hours will be provided on an hourly rate as required, along with additional days beyond the 1st at the per diem of \$180 per day.

- This contract includes 10 hours annually for Phone and Online support to Tax Office and Motor Vehicle Department from 8am to 5pm Monday thru Friday, except national holidays. Online Support includes remote monitoring and remote login support at request of Tax Office. Additional hours will be provided on an hourly rate if requested.

- This contract renews all existing Digitech Licenses thru 12/31/2013. The existing license will be retroactively brought current thru 12/31/2012. And then renewed for another full year thru 12/31/2013 including:
 - ❖ PaperVision Enterprise, directory manager included (10Seats)
 - ❖ PaperVision Enterprise Report Management (Single Entity)
 - ❖ PaperFlow Lite (5 Licenses)
 - ❖ PaperFlow OCR/BC (1 License)
 - ❖ DataFlow is no longer applicable

Reg# 228566



CASO Document Management
 3453 IH 35 North
 Suite 215
 San Antonio, TX 78219
 (210) 222-9124
 candice.vance@caso.com



Quote

Date	Quote #
01/23/2013	10238
Exp. Date	
	01/26/2013

Address
County of Hidalgo Cust# 1054 County of Hidalgo Tax Assessor Collector 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 USA

Sales Rep
ST

Activity	Quantity	Rate	Amount
• Annual Software Maintenance 1/1/2013 to 12/31/2013	6	257.13	1,542.78
• PaperVision Enterprise (Single Seat) Contract ID# 15892 Serial# 50489	4	257.13	1,028.52
• Papervision Enterprise (Single Seat) Contract ID 25445 Serial# 112510	1	1,745.92	1,745.92
• PaperVision Enterprise Report Management (Single Entity) Contract ID # 26409 Serial# 120706	1	349.18	349.18
• PaperFlow Lite Contract ID# 18559 Serial#70015	1	349.18	349.18
• PaperFlow Lite Contract ID#25446 Serial#112511	1	349.18	349.18
• PaperFlow Lite Contract ID#27509 Serial# 130610	1	349.18	349.18
• PaperFlow Lite Contract ID#27510 Serial# 130611	1	349.18	349.18
• PaperFlow Lite Contract ID#27511 Serial# 130612	1	872.96	872.96
• PaperFlow OCR/BC Contract ID#21417 Serial#85993	1	1,232.00	1,232.00
• Professional Services -Onsite Support Call First 3 hours	1	1,540.00	1,540.00
• Professional Services- Online Support 10-hours Block Time			
• ***Please note that CASO will renew this annual maintenance only upon receipt of payment. To avoid delay or any lapse of coverage, Please approve this quote and we will send an invoice to you for payment. If there is a lapse of coverage, a reinstatement fee will be required.***			

Total	\$9,708.08
--------------	-------------------

For estimate purposes only.
 VALID FOR 30 DAYS FROM THE QUOTE DATE

Accepted By _____ Accepted Date _____

Requisition

Req # 00228560

PO #

Date: 01/04/13

Bill To: x
x

Vendor: 355143
CASO DOCUMENT MANAGEMENT
3453 IH35-N SUITE 215
SAN ANTONIO TX 78219
FAX (210)222-9065

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX OFFICE
956-289-7472

Contract No:

Special Instructions:

C-22

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6.00	EACH	*ANNUAL SOFTWARE MAINTENANCE 01/01/2013 TO 12/31/2013 *PAPER VISION ENTERPRISE (SINGLE SEAT) CONTRACT ID# 15892 SERIAL#50489	257.13	1,542.78
4.00	EACH	*PAPERVISION ENTERPRISE (SINGLE SEAT) CONTRACT ID# 25445 SERIAL# 112510	257.13	1,028.52
1.00	EACH	*PAPERVISION ENTERPRISE REPORT MANAGEMENT (SINGLE ENTITY) CONTRACT ID#26409 SERIAL# 120706	1,745.92	1,745.92
1.00	EACH	PAPERFLOW LITE CONTRACT ID# 18559 SERIAL #70015	349.18	349.18
1.00	EACH	PAPERFLOW LITE CONTRACT ID#27509 SERIAL#130610	349.18	349.18
1.00	EACH	PAPERFLOW LITE CONTRACT ID#27510 SERIAL#130611	349.18	349.18
1.00	EACH	PAPERFLOW LITE CONTRACT ID#27510 SERIAL# 130611	349.18	349.18
1.00	EACH	PAPERFLOW LITE CONTRACT ID# 27511 SERIAL# 130612	349.18	349.18
1.00	EACH	PAPERFLOW OCR/BC CONTRACT ID#21417 SERIAL#85993	872.96	872.96
1.00	HRS	PROFESSIONAL SERVICES-ONSITE SUPPORT CALL FIRST 3 HOURS	1,232.00	1,232.00
1.00	HRS	PROFESSIONAL SERVICES-ONLINE SUPPORT 10-HOURS BLOCK TIME	1,540.00	1,540.00
1.00				.00
		<u>Account No</u>	<u>Encumbrance</u>	
		3-1100-415-15-140-001-0-336	9,708.08	
			Freight	.00
			Total	9,708.08
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-37406

10. E.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Martha L. Salazar

Submitted By: Eugenia Andrade, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting recission of one (1) item asset #37156 (Laurant Lateral 20X30 File Cabinet) previously approved by Commissioners' Court on 02/26/13 (AI#37069 Item#16D), due to a transposition error (with net effect of removing the wrong item belonging to another department) and approve the removal of:

The correct asset request for removal from the Texas DPS-McAllen sub-station physical inventory:

ASSET #	DESCRIPTION	ACQ DATE	SERIAL #
31756	HP LASER JET 4000	03-09-1998	USEK028949

with supporting documents attached.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item listed has no value.

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

EXHIBIT A

DEPRECIATION REPORT

AI-37069 MINUTES

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/11/2013 01:50 PM
Budget & Management	Obdett Calzada	03/13/2013 10:18 AM
Erika Zamora	Erika Zamora	03/15/2013 01:50 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM

Form Started By: Eugenia Andrade

Started On: 03/01/2013 02:43 PM

Final Approval Date: 03/15/2013

**HIDALGO COUNTY
TEXAS DPS - MCALLEN
EXHIBIT "A"**

03-12-2013

ASSET		ACQ.	SERIAL	P.O.	ACQ.
31756	HP LASER JET 4000	3/9/1998	USEK028949	245721	\$ 1,360.00

HIDALGO COUNTY, TEXAS
PURCHASING DEPT - FIXED ASSET DIVISION
SCHEDULE OF DEPRECIATION

3/12/2013

DEPT. NO.	ASSET QTY	NO.	DESCRIPTION	ACQ DATE	ACQ YEAR	ACQ COST	DEPR. PER YEAR	LIFE EXP.	EST. DEPR. DATE	SALVAGE YEAR	YEARS USED	DEPR. AMOUNT	SALVAGE VALUE
93	1	31756	HP LASER JET 4000	3/9/1998	1998	\$ 1,360.00	226.67	6	06/14/12	2012	14	\$ 3,173.33	\$0.00

16. Purchasing Dept:

Notes:

A. FOR ANY CONTRACTS(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.** Requesting authority to enter into a 36-month new copier (capital) lease for a WC5745PT copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Auditor's (Administration) Department through Requisition # 231447 in the amount of \$178.63/ month, effective upon approval.
- B. Auditors Department.:**
Requesting authority to enter into a 36-month new copier (capital) lease for a WC5745P copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Auditor's (Administration) Department through Requisition #231055 in the amount of \$178.63/month, effective upon approval.
- C. Auditors Dept.:**
Requesting authority to enter into a 36-month new copier (capital) lease for a WC7530P copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Auditor's (Administration) Department through Requisition #229727 in the amount of \$291.43/month, effective upon approval.
- D.** Request authorization to remove the following assets from Texas DPS - McALLEN inventory list as items cannot be located and possess no value as detailed in attached schedule:

ASSET NO.	DESCRIPTION	ACQ DATE	SERIAL #	P.O.
37156	HP LASERJET 4000	03/09/1998	USEK028949	245721
33619	HP LASER PRINTER 4050	07/30/1999	USQC043487	279442
34031	PANASONIC 47-PII-LAPTOP	10/19/1999	9EKSAD1132	284370
34104	PANASONIC 47-PII-LAPTOP	10/19/1999	9EKSAD1488	287370
34039	NEC TEL SYSTEM	11/30/1999	19303073A3	N/A
31387	IBM WHEELWRITER 5000	11/18/1997	11BXP29	235337
33628	PENTIUM II 350, MHZ W/MONITOR & KEYBOARD	07/30/1999	CLONE	278835

And as detailed in supporting documentation as further and specifically detailed in the attachments.

AI-37452

10. F.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting acceptance and approval of payment for Inv# 11324397 (\$143,413.20) submitted by L&G Consulting Engineers, Inc. in connection to Contract#C-11-234-09-13 (WA#2-PO#684964) for "JOB SPECIFIC PROJECT": "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

2. Requesting acceptance and approval of payment for Inv# 11324389 (\$129,769.52) submitted by L&G Consulting Engineers, Inc. in connection to Contract#C-13-027-12-11 (WA#1-PO#688436) for "JOB SPECIFIC PROJECT": "FM 1017 Project (from 0.1 Miles West of US281 to 0.8 Miles West)" located in Hidalgo County Precinct No. 4.

BACKGROUND

Inv# 11324397 (FM 1925 Proj)-Pct 4

Inv# 11324389 (FM 1017 Proj)-Pct 4

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1342-431-00-124-076-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 684964 available balance as of 3-15-13 \$450,851.00

FISCAL YEAR: 2013

ACCT. #: 3-1342-431-00-124-122-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 688436 available balance as of 3-15-13 \$138,827.64

Attachments

Inv#11324397 (FM 1925)Pct 4

Invoice 11324389

Form Review

Inbox
Purchasing Department
Budget & Management
Manuel Chapa
Auditor's Office

Reviewed By
Marty Salazar
Obdett Calzada
Manuel Chapa
Monica Badillo

Date
03/13/2013 02:06 PM
03/13/2013 03:16 PM
03/15/2013 03:45 PM
03/15/2013 04:22 PM

Form Started By: Letty Saenz

Started On: 03/05/2013 10:11 AM

Final Approval Date: 03/15/2013



County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MARCH 04, 2013
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV.: 11324397, CONTRACT #C-11-234-09-13

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #11324397 IN THE AMOUNT OF \$143,413.20 FOR L & G CONSULTING ENGINEERS INC BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #684964, ACCOUNT: 3-1342-431-00-124-076-0-841

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES

ATTACHMENTS: Inv. # 11324397
P.O. # 684964

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324397
INVOICE DATE: 02/28/13

BILL TO: 84

Hidalgo County Pct #4
 c/o Commission Joseph Palacios
 1051 N. Doolittle Rd.
 Edinburg, TX 78541

JOB: 110602

FM 1925 N. Alamo Rd. Extension
 WA#2
 PO#684964

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2013.						
15001-Rdwy Dsgn Surv	41,218.00	14,426.30	22,669.90	37,096.20	90.0	4,121.80
15010-Rdwy Survy/Sub	26,792.00		24,112.80	24,112.80	90.0	2,679.20
16001-Rdwy Design	348,018.00	121,806.30	87,004.50	208,810.80	60.0	139,207.20
16205-Signal Design	72,019.00				0.0	72,019.00
16307-Utl(Permitted)	38,504.00	13,476.40	9,626.00	23,102.40	60.0	15,401.60
32001-Const. Mgmt	74,009.00				0.0	74,009.00
TOTALS:	600,560.00	149,709.00	143,413.20	293,122.20	48.8	307,437.80

ORIGINAL CONTRACT SUM \$ 600,560.00
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 600,560.00
 TOTAL COMPLETED TO DATE \$ 293,122.20
 LESS PREVIOUS INVOICES \$ 149,709.00

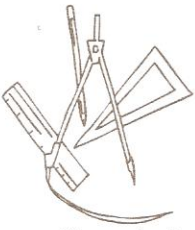
CURRENT PAYMENT DUE \$ 143,413.20


 PROJECT MANAGER'S SIGNATURE

3 -1342-431-00-124-076-0-841
 Pct. # 1744
 Pur. Req. # 227054
 P.O. # 684964

Invoice Received By:  on 3-4-13
 Goods/Services Received By:  on 3-4-13

EDINBURG, TEXAS 78542
 MAR 04 2013
 RECEIVED BY
 HIDALGO COUNTY PCT.#4



March 1, 2013

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

**RE: FM 1925 N. Alamo Rd. Extension - Work Authorization No. 2
PO#684964 - L&G Project#110602**

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of February 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of the surveys, PS&E, utilities adjustments and construction management for the FM 1925 project (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road.). The following is a narrative of the progress report for this work authorization.

Work Authorization#2

FC 15001 – ROADWAY DESIGN SURVEY		% Complete
The surveyor has provided the survey data which has been reviewed by L&G. L&G is coordinating the tie-downs of the existing utility lines with the surveyor.	L&G	90%
FC 15010 – ROADWAY DESIGN SURVEY/SUB		
The surveyor has provided all of the topographic survey data (2D, 3D, DTM & ASCII) and will begin to tie down the utility lines' vertical data.	RODS	90%
FC 16001 – PS&E DESIGN		
L&G Engineering has finalized the following plan sheets: Title Sheet, Index of Sheets, Project Layout, Typical Sections, TCP Sequence of Construction & Layouts along with the appropriate TxDOT standards. L&G continues to develop the P&P's, U&D's, & Culvert Layouts and has submitted a 60% package to TxDOT for review.	L&G	60%
FC 16205 – SIGNAL DESIGN		
This task has just begun.	L&G	0%
FC 16307 – UTILITIES (PERMITTED)		
L&G Engineering has contacted all of the utility companies along the project corridor, has sent the initial project correspondence and is receiving their system maps. L&G continues to incorporate these lines into our U&D plan sheets. We have requested exposures from the utility companies and will have our surveyor tie down the elevations.	L&G	60%
32001 – CONSTRUCTION MANAGEMENT		
This task has not yet begun.	L&G	0%

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

EDINBURG, TEXAS 78542
 RECEIVED BY
 MAR 04 2013
 HIDALGO COUNTY
 DISTRICT #4



Surveying, Inc.

February 25, 2013

Mr. Jacinto Garza, P.E.
L & G Engineering, Inc.
2100 W. Expressway 83
Mercedes, TX 78570

RE: February 2013 Status Report – Invoice: 13482
FM 1925, Hidalgo County, TX
RODS Surveying, Inc. Project No. 199-20816-004A
Work Authorization #4
Service Period 1/28/2013 to 2/24/2013

Dear Mr. Garza:

The status of the FM 1925 project is outlined as follows:

FNC 150: Design Survey Services

90% complete

- Found and Verified Existing Control
- Place a call to DIGTESS for utility markings (Tickets Attached)
- All Field Work in Complete
- The CAD 2D, 3D DTM and ascii file are complete and have been submitted to L&G

If you have questions, please contact me.

Sincerely,

David Kenney, R.P.L.S.
Project Manager



RODS Surveying, Inc.
 6810 Lee Rd., Suite 100
 Spring, Texas 77379
 Phone (281)257-4020
 Fax (281)257-4021

L & G Engineers, Inc.
 Attn: Jacinto Garza, P.E.
 2100 West Expressway 83
 Mercedes, TX 78570

APPROVED
 By Robert at 8:02 am, Feb 22, 2013

Invoice No. 13482

Invoice Date: 2/25/2013

Project: FM 1925 (from Kenyon Rd to FM 907 in Hidalgo County)
 WA No. 4

Hidalgo County Pct No. 4
 North Alamo Rd Realignment

RODS Project No: 199-20816-004A

Service Period: 1/28/2013 to 2/24/2013

Project Stage	Contract Amount	Current Amount as of 2/24/2013	Sub-Total	Less Previously Invoiced	Total Amount Due For This Period	% Complete 2/24/2013	Remaining Balance
Design Surveys	\$ 26,792.00	\$ 24,112.80	\$ 24,112.80		\$ 24,112.80	90%	\$ 2,679.20
TOTAL	\$ 26,792.00	\$ 24,112.80	\$ 24,112.80	\$ -	\$ 24,112.80	90%	\$ 2,679.20

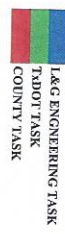
TOTAL DUE THIS INVOICE: \$ 24,112.80

EDINBURG, TEXAS 78542
 RECEIVED BY
 FEB 22 2013
 [Signature]

HIDALGO COUNTY PCT. #4

EXHIBIT C
 WORK SCHEDULE

TASK AND DESCRIPTION	FIRM	2012			2013												2014			2015		
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR			
Work Authorization No. 1																						
Parity/Environmental Clearance																						
Approval by TxDOT/HMA - FONSI	L&G																					
ROW Clearance	L&G																					
Consumation of Cases - ROW Purchase Finalized	L&G																					
Work Authorization No. 2																						
Field Surveys for Design & Construction	RODS																					
Obtain Right of Entry (Surveying)	RODS																					
Design Surveys	RODS																					
Update DTW & Planimetrics	RODS																					
Provide Field Books	RODS																					
Provide Sealed Survey Data Sheets	RODS																					
PS&E Development	L&G																					
Outfall Coordination with HCOD #1	L&G																					
30% PS&E Submittal w/Signal Design	L&G																					
60% PS&E Submittal w/Signal Design	TxDOT																					
90% PS&E Submittal w/Signal Design	L&G																					
TxDOT Review	L&G																					
95% PS&E Submittal w/Signal Design	L&G																					
TxDOT Review	TxDOT																					
100% Meters Submittal w/Signal Design	L&G																					
TxDOT Plan Set Approval	TxDOT																					
Utility Coordination	L&G																					
Plan of Adjustment, Development and Review	L&G																					
Execution of 2-Party Standard Utility Agreement	COUNTY																					
Utility Adjustment	COUNTY																					
Construction Management	COUNTY																					
TxDOT Let Project (Est. Earliest Date: February 2014)	TxDOT																					
TxDOT Construction Duration	TxDOT																					
L&G Construction Management	L&G																					



 L&G ENGINEERING TASK
 TxDOT TASK
 COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

ERINBURG, TEXAS 78542
 MAY 9 2013
 AS
 RECEIVED



Purchase Order

COUNTY OF HIDALGO

PO#: 684964

DATE: 12/13/12

Page No 1 Of 1

VENDOR: 280046 REQ:00227054
 FAX (956)565-6746 Email:
 Phone:(956)565-9813
 L & G CONSULTING ENGINEERS, INC.
 2100 W. EXPRESSWAY 83
 MERCEDES TX 78570

BUYER:
 SHIP TO: HIDALGO CO. PCT 4
 1051 N. DOOLITTLE
 EDINBURG TX 78542

Vendor Acct:

CONTACT:
 SITE: COMMISSIONER, PRECINCT 4
 Contract No: C-11-234-09-13

Special Instructions:

PCT. REQ. #1744

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER CONTRACT C-11-234-09-13 (WORK AUTHORIZATION NO. 2 APPROVED 12/4/12 UNDER AGENDA AI-35519) CC WORK AUTHORIZATION NO. 2 (C-11-234-09-13) IS FOR ENGINEER TO PROVIDE ENGINEERING SERVICES REQUIRED FOR THE PREPARATION OF THE SURVEYS, PS&E, UTILITY ADJUSTMENTS AND CONSTRUCTION MANAGEMENT FOR THE FM 1925 PROJECT (PART II FROM PHASE I) FROM KENYON ROAD EAST TO FM 907 (OLD ALAMO RD). WORK AUTHORIZATION NO 2 APPROVED COMMISSIONERS' COURT OF 12/4/12 UNDER AGENDA ITEM AI-35519 REGULAR OTHER P.O. ASSOCIATED WITH THIS PROJECT IS 663995 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 <div style="text-align: right;">Total</div>	600,560.00	600,560.00
***** For Hidalgo County use only 3/ 1342-431-00-124-076-0-841			600,560.00	
Approved				

Authorized by:

Martina L. Salazar



County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: FEBRUARY 28, 2013
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV.: 11324389, CONTRACT #C-12-027-12-11

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #11324389 IN THE AMOUNT OF \$129,769.52 FOR L & G CONSULTING ENGINEERS INC BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #688436, ACCOUNT: 3-1342-431-00-124-122-0-841

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS:

Inv. # 11324389
P.O. # 688436

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324389
INVOICE DATE: 02/25/13

BILL TO: 84
 Hidalgo County Pct #4
 c/o Commission Joseph Palacios
 1051 N. Doolittle Rd.
 Edinburg, TX 78541

JOB: 121001
 FM 1017 Project WA#1
 P.O. #688436

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services rendered from December 11, 2012 through February 25, 2013.						
12001-EA Reports	8,706.56		8,706.56	8,706.56	100.0	
15001-Rdwy Dgn Survy	34,969.41		31,472.47	31,472.47	90.0	3,496.94
15010-Rdw Dsn Sur/Sb	16,071.99		14,464.79	14,464.79	90.0	1,607.20
16001-Roadway Design	79,079.68		75,125.70	75,125.70	95.0	3,953.98
TOTALS:	138,827.64	0.00	129,769.52	129,769.52	93.5	9,058.12

ORIGINAL CONTRACT SUM	\$ 138,827.64
CHANGE BY CHANGE ORDER	\$ 0.00
CONTRACT SUM TO DATE	\$ 138,827.64
TOTAL COMPLETED TO DATE	\$ 129,769.52
LESS PREVIOUS INVOICES	\$ 0.00
CURRENT PAYMENT DUE	\$ 129,769.52


 PROJECT MANAGER'S SIGNATURE

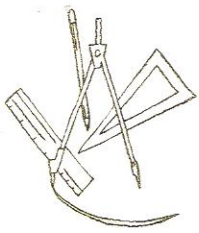
C-13-027-12-11 (Exp. 12/10/13)

~~3-1342~~ ~~1-100-431-00-124-122-0-841~~
 Pct. # 63
 Pur. Req. # 228677
 P.O. # 688436 *WAB*

Invoice Received By: Tonia Moreno on 2-26-13
 Goods/Services Received By: Romaldo Munyon 2-25-13

HIDALGO COUNTY PCT.#4

 RECEIVED BY
 FEB 26 2013
 EDINBURG, TEXAS 78542



February 25, 2013

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: FM 1017 Project - Work Authorization No. 1 - Limits: 0.1 Miles W of US 281 to 0.8 Miles W PO#688436 - L&G Project#121001

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered from December 11, 2012 to February 25, 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule
- Copy of Approved Commissioner’s Court Agenda – 12/11/12

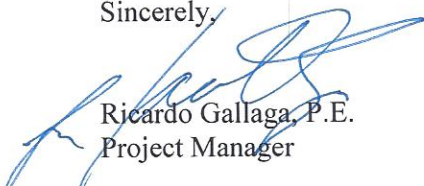
This work authorization consists of engineering services required for the preparation of blanket categorical exclusion checklist, surveying an PS&E for the FM 1017 from 0.1 Miles West of US 281 to 0.8 Miles West. The following is a narrative of the progress report for this work authorization.

Work Authorization#1

FC 12001 – ENVIRONMENTAL REPORTS		% Complete
L&G staff received comments from TxDOT on February 15, 2013 and re-submitted the Blanket Categorical Exclusion (BCE) to TxDOT on February 18, 2013. L&G received an environmental clearance on February 19, 2013 (emailed attached). This task is complete.	L&G	100%
FC 15001 – ROADWAY DESIGN SURVEY		
L&G has directed and overseen survey work performed by Dos Land Surveying. Dos Land Surveying has submitted myler copies of survey control data to be utilized in Roadway Design and Environmental report.	L&G	90%
FC 15010 – ROADWAY DESIGN SURVEY/SUB		
Dos Land Surveying has submitted myler copies of survey control data including horizontal and vertical control, and topographic and field survey.	DOS Surveying	90%
FC 12001 – ROADWAY DESIGN		
L&G has compiled a 95% complete set of plans detailing the proposed widening of FM 1017 including typical sections, widening details plan sheets, ditch grading and sign relocation. L&G will be submitting plans set to TxDOT for review and comment. L&G will provide TxDOT with details necessary for material request and change order processing.	L&G	95%

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,



Ricardo Gallaga, P.E.
Project Manager

HIDALGO COUNTY PCT.#4

RECEIVED BY

FEB 26 2013



INVOICE

1002 E. Exp. 83
 Weslaco, Texas 78596
 956-969-4183

Bill To:
 L&G Engineering
 1900 S. Stewart Rd, Suite 3
 Mission, TX 78572
 956-585-1909

DATE: January 9, 2013
INVOICE # 01.01.13 - FM 1017

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE	PERCENT COMPLETE
FM 1017					
Horizontal & Vertical Control	\$ 2,652.55	\$ -	\$ 2,387.30	\$ 265.26	90%
Field Surveying for R.O.W Mapping	\$ 987.92	\$ -	\$ 889.13	\$ 98.79	90%
Topographic Survey	\$ 10,948.27	\$ -	\$ 9,853.44	\$ 1,094.83	90%
Other Direct Expenses:					
GPS	\$ 450.00	\$ -	\$ 405.00	\$ 45.00	90%
Mileage	\$ 293.25	\$ -	\$ 263.93	\$ 29.33	90%
CAD Station w/plotter	\$ 740.00	\$ -	\$ 666.00	\$ 74.00	90%
TOTALS	\$ 16,071.99	\$ -	\$ 14,464.79	\$ 1,607.20	90%

Make all checks payable to Dos Land Surveying

THANK YOU FOR YOUR BUSINESS!

Approved
 HIDALGO COUNTY PCT. #4
 RECEIVED BY

FEB 20 2013

EDINBURG, TEXAS 78542

November 7, 2011

The Honorable Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78541

**RE: Subcontracting Notice for FM 1017 Improvements Project
(from 0.21 Miles West of US281 to 0.73 Miles West)**

Dear Commissioner Palacios:

We would like to inform you of the subcontractor(s) that we will be using on the FM 1017 Improvements (from 0.21 Miles West of US281 to 0.73 Miles West) project. This information is being provided at the request of the Hidalgo County Auditor's Office (see letter attached).

Subcontractor(s):

Surveying & ROW Mapping Services:

Mr. Juan M. Castillo, R.P.L.S.

DOS Land Surveying, LLC.

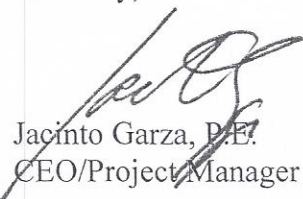
1002 E. Expressway 83

Weslaco, Texas 78596

(956) 447-8194

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,



Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Auditor's Office

HIDALGO COUNTY PCT.#4

RECEIVED
BY

FEB 26 2013

EDINBURG, TEXAS 78542

PROJECT WORK SCHEDULE

FM 1017 - Brewster Project

From 0.1 miles West of US 281 to 0.8 miles West

Length = 0.7 miles

TASK AND DESCRIPTION	FIRM	2013															
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
FM 1017 - Brewster																	
SCHEMATIC																	
Develop Schematic	L&G																
TxDOT Review & Revisions	TxDOT																
TxDOT Approval	TxDOT																
Revise to TxDOT & Public Meeting Comments	L&G																
PS&E																	
30% Completion	L&G																
60% Completion	L&G																
90% Completion	L&G																
TxDOT Approval	TxDOT																
ENVIRONMENTAL CLEARANCE																	
Prepare a BCE Checklist	L&G																
Environmental Decision	TxDOT																
ROW MAP																	
Prepare ROW Map	L&G																
TxDOT Review & Revisions	TxDOT																
TxDOT Approval	TxDOT																
TXDOT RELEASE OF ROW																	
Release (Dependent on Availability of Funds)	TxDOT																
ACQUISITION SERVICES																	
ROW Acquisition	L&G																
PROPOSED LETTING																	
TxDOT Order/Deliver Material	TxDOT																
Hidalgo County Pct.#4 (Work Performed)	PCT#4																



 L&G FUNCTION
 ENVIRONMENTAL ASSESSMENT WORK
 TXDOT FUNCTION
 HIDALGO COUNTY PCT. 4

RECEIVED BY
 FEB 20 2013
 EDINBURG, TEXAS 78542
 HIDALGO COUNTY PCT. #4

Letty Saenz 12/11/2012:CC Pct 4-Approval of Prof Engineering Svc Agreement-Job Specific Project- "fm 1017 West of US 281" PURCHASING DEPT. Martha L Salazar

a. Requesting approval of a "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for: "Professional Engineering Services" in connection to JOB SPECIFIC PROJECT: "fm 1017 (from 0.1 MILES WEST of US 281 to 0.8 MILES WEST) within Hidalgo County Precinct No. 4.

b. Pursuant to Article 14 of the "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of sub-contractor (DOS LAND SURVEYIN, LLC) with adherence to insurance provisions required by said article.

c. Requesting approval of Work Authorization No. 1 (\$ 138, 827.64) from L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for Professional Engineering Services" in connection to JOB SPECIFIC PROJECT: "fm 1017 (from 0.1 MILES WEST of US 281 to 0.8 MILES WEST) within Hidalgo County Precinct No. 4.

Manuel Chapa 12/11/2012:CC Pct# 4 Rd Maint (1200) BUDGET & MANAGEMENT Rey Salazar

Pct. #4 (1200):

Approval of 2012 interdepartmental transfer within Pct# 4 from Rd Maint. (program 007) to fm 1017 (program 122) in the amount of \$138,827.64

HIDALGO COUNTY PCT.#4

RECEIVED
BY

FEB 20 2013

EDINBURG, TEXAS 78542



Purchase Order COUNTY OF HIDALGO

PO#: 688436

DATE: 02/22/13

Page No 1 Of 1

VENDOR: 280046 REQ:00228677
 FAX (956)565-6746 Email:
 Phone:(956)565-9813
 L & G CONSULTING ENGINEERS, INC.
 2100 W. EXPRESSWAY 83
 MERCEDES TX 78570

BUYER:
 SHIP TO: HIDALGO CO. PCT 4
 1051 N. DOOLITTLE
 EDINBURG TX 78542

Vendor Acct:

CONTACT:
 SITE: COMMISSIONER, PRECINCT 4
 Contract No: C-13-027-12-11

Special Instructions:

PCT. REQ. #0063

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		AS PER CONTRACT C-13-027-12-11 EXPIRES 12/10/2013		
1	EACH	CC WORK AUTHORIZATION #1 APPROVED UNDER AGENDA ITEM AI-35648 12/11/12 UNDER CONTRACT C-13-027-12-11 WILL BE FOR ENGINEER TO PROVIDE SERVICES REQUIRED FOR THE PREPARATION OF BLANKET CATEGORICAL EXCLUSION CHECKLIST, SURVEYING AND PS&E FOR THE FM 1017 PROJECT FROM 0.1 MILES WEST OF US281 TO 0.8 MILES WEST.	138,827.64	138,827.6
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		138,827.6

		For Hidalgo County use only		
		3-1342-431-00-124-122-0-841	138,827.64	
		Approved		

Maria L. [Signature]



Purchase Order

COUNTY OF HIDALGO

PO#: 688436

DATE: 02/22/13

Page No 1 Of 1

VENDOR: 280046 REQ:00228677
 FAX (956)565-6746 Email:
 Phone: (956)565-9813
 L & G CONSULTING ENGINEERS, INC.
 2100 W. EXPRESSWAY 83
 MERCEDES TX 78570

BUYER:
 SHIP TO: HIDALGO CO. PCT 4
 1051 N. DOOLITTLE
 EDINBURG TX 78542

Vendor Acct:

CONTACT:
 SITE: COMMISSIONER, PRECINCT 4
 Contract No: C-13-027-12-11

Special Instructions:

PCT. REQ. #0063

VENDOR NOTES

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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER <u>Inv. #11324389</u> AS PER CONTRACT C-13-027-12-11 EXPIRES 12/10/2013		
1	EACH	CC WORK AUTHORIZATION #1 APPROVED UNDER AGENDA ITEM AI-35648 12/11/12 UNDER CONTRACT C-13-027-12-11 WILL BE FOR ENGINEER TO PROVIDE SERVICES REQUIRED FOR THE PREPARATION OF BLANKET CATEGORICAL EXCLUSION CHECKLIST, SURVEYING AND PS&E FOR THE FM 1017 PROJECT FROM 0.1 MILES WEST OF US281 TO 0.8 MILES WEST. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	138,827.64	138,827.6
		Total		138,827.6
		***** For Hidalgo County use only 3-1342-431-00-124-122-0-841	138,827.64	
		Approved _____		

Maria L. [Signature]

AI-37484

10. G.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Martha Salazar

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (All funding sources, programs & entities)- "Flexible Base (Crushed Caliche)" RFB No.: 2013-018-00-00-MEG. Including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

BACKGROUND

Current contract will expire on May 05, 2013.

Proposed schedule of events:

1st advertisement: March 23, 2013

2nd advertisement: March 30, 2013

Bid Opening Date: April 10, 2013

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-006-0-673

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-123-005-0-673

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-123-005-0-731

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-121-005-0-673

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-124-007-0-673

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-18-160-001-0-540

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?: N/A

BUDGETARY IMPACT:

Costs associated with advertisement of bids are available in PO 685687.

FUNDS TO COVER FOR PRODUCTS ARE NOT REQUIRED AT THIS PHASE OF
PROCUREMENT PROCESS.

Attachments

Approvals from Depts

Email from Legal- approval

Legal Notice

Draft Contract/Specs

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/13/2013 02:48 PM
Budget & Management	Obdett Calzada	03/13/2013 03:19 PM
Rosalinda Cantu	Rosie Cantu	03/13/2013 03:44 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Elena Gomez		Started On: 03/06/2013 11:38 AM
	Final Approval Date: 03/15/2013	



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. AC Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: David Rodriguez or Mari Gutierrez

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Norma Ceballos or Saul Ramirez

Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Yolanda Cisneros or Ricardo Cuellar

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
ATTN: Marcos Lopez or Gloria Beltran

Agapito Vargas, Director
Colonia Access Program
ATTN: Marcie Jackson

FROM: Yvette Salinas, Buyer III

DATE: February 19, 2013
Hidalgo County Purchasing Department

RE: RFB - "Flexible Base Material (Crushed Caliche)" (#13-018)

Attached are draft specifications and bid page for the above referenced project.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and **return by Tuesday, February 26, 2013** along with your budget information in order to place on Commissioner's Court agenda and begin the bidding process.

If you have any questions, please call me at 318-2626, ext 4874.

APPROVE

DISAPPROVE
(See changes)

FUNDS AVAILABILITY: Yes No Other (specify) _____

BUDGET ACCOUNT #: 3-1200-431-00-121 ⁰⁰⁵⁻⁰⁻⁶⁷³ PRECINCT NO: _____

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. AC Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: David Rodriguez or Mari Gutierrez

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Norma Ceballos or Saul Ramirez

Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
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If you have any questions, please call me at 318-2626, ext 4874.

APPROVE

DISAPPROVE
(See changes)

FUNDS AVAILABILITY: Yes No Other (specify) Varies based on project.

BUDGET ACCOUNT #: 3-1200-431-00-122-000 ⁰⁻⁶⁷³ PRECINCT NO: 2

Ricardo Cuellar
AUTHORIZED SIGNATURE

Ricardo Cuellar
PRINTED NAME

3-20-13
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612



of Paul

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. AC Cuellar, Commissioner
Hidalgo County Precinct No. 1
ATTN: David Rodriguez or Mari Gutierrez

Hon. Joe M. Flores, Commissioner
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ATTN: Norma Ceballos or Saul Ramirez

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Agapito Vargas, Director
Colonia Access Program
ATTN: Marcie Jackson

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DATE: February 19, 2013
Hidalgo County Purchasing Department

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APPROVE

DISAPPROVE
(See changes)

FUNDS AVAILABILITY: Yes No Other (specify) _____

BUDGET ACCOUNT #: 3-120-431-00-137-005-0 - PRECINCT NO: 3
673 or 731

[Signature]
AUTHORIZED SIGNATURE

Joe M. Flores
PRINTED NAME

2/21/13
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612



PURCHASING DEPARTMENT
County Of Hidalgo

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RE: RFB - "Flexible Base Material (Crushed Caliche)" (#13-018)

Attached are draft specifications and bid page for the above referenced project.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and **return by Tuesday, February 26, 2013** along with your budget information in order to place on Commissioner's Court agenda and begin the bidding process.

If you have any questions, please call me at 318-2626, ext 4874.

APPROVE

DISAPPROVE
(See changes)

FUNDS AVAILABILITY: Yes No Other (specify) _____

BUDGET ACCOUNT #: 3-1200-431-00-124-007-0-693/731 PRECINCT NO: 4

Roman Rodriguez
AUTHORIZED SIGNATURE

Roman Rodriguez
PRINTED NAME

2/19/13
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT VIA E-MAIL TO yvette.islas@co.hidalgo.tx.us OR FAX TO (956) 292-7612

From: [Yvette Islas](mailto:Yvette-Islas@co.hidalgo.tx.us)
To: elena.gomez@co.hidalgo.tx.us
Subject: FW: draft contract review (caliche)
Date: Wednesday, March 06, 2013 8:38:46 AM
Attachments: [10. DRAFT CONTRACT.docx](#)

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Tuesday, March 05, 2013 5:36 PM
To: yvette islas
Subject: Fwd: draft contract review (caliche)

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, March 5, 2013 4:32:47 PM
Subject: RE: draft contract review (caliche)

The draft agreement is fine.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Tuesday, March 05, 2013 4:00 PM
To: Steve Crain
Cc: yvette islas
Subject: Fwd: draft contract review (caliche)

Mr. Crain:

Recommendation change made/complete. Please review and comment as to form.

Marty

From: "Yvette Islas" <yvette.islas@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, March 5, 2013 3:58:15 PM
Subject: RE: draft contract review (caliche)

Made requested changes.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Tuesday, March 05, 2013 3:31 PM
To: yvette islas
Subject: Fwd: draft contract review (caliche)

See instructions from Hon. Crain!

From: "Steve Crain" <scrain@atlashall.com>

Bid No: 2013-018-00-00-MEG

Buyer: Elena Gomez

Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY “FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)”

NIGP CODE: 750-52

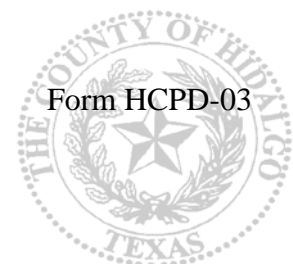
**(Road & Highway Building Material (not asphaltic)
Flexible Base)**

BID OPENING DATE:

Month day, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539
956 318-2626



1. Sealed bids will be received for **“HIDALGO COUNTY–FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)” NIGP CODE: 750-52** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2013-018-00-00-MEG-HIDALGO COUNTY-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE) NIGP CODE: 750-52** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH DAY, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-018-00-00-MEG-RFB-HIDALGO COUNTY-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)" NIGP CODE: 750-52.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful bidder

- b) Name and address of receiving department or official
- c) Purchase Order Number (if any)
- d) Notation - "HIDALGO COUNTY-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)" NIGP CODE: 750-52 Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
 Ray Eufrazio, Auditor
 2808 South Business Hwy 281
 Edinburg, Texas 78539
 ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	<u>MONTH DAY, 2013</u>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the

proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE

RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any

judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
“HIDALGO COUNTY-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)”
NIGP CODE: 750-52”
BID NO.: 2013-018-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

**REQUIREMENTS AGREEMENT
C-13-018**

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2013 by and between _____ ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **“Flexible Base Material (Crushed Caliche”**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit “B”, which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County’s option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.** This Contract shall commence on _____, **2013** and expire on _____, **2014.**

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from “Secondary Vendor” and in such event, Buyer will charge the difference for any additional cost incurred to the “Seller.” Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit “A” hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer’s request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer’s notification of additional cost incurred by Buyer of obtaining the Product from another seller of source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The

parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas & Hall, LLP

Stephen L. Crain

DRAFT

**EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET**

DRAFT

EXHIBIT ‘B’
BID PAGE

DRAFT

**EXHIBIT “C”
CERTIFICATE OF INSURANCE**

DRAFT

EXHIBIT "A"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-00-00-MEG

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS

1. It is Intended that the amount of "**Flexible Base Material (Crushed Caliche)**" required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis**.
2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.

Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

1. Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.
3. Bid price shall be on a per ton basis.
4. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
5. When requested, samples shall be furnished free of expense to Hidalgo County.
6. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or

EXHIBIT "A"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-00-00-MEG

supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

7. In the event the material furnished does not meet all the above requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
8. Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.
9. It is understood and agreed that in case Hidalgo County should need "**Flexible Base Material (Crushed Caliche)**" and is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).
10. Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.
11. All Hidalgo County Precincts / Departments are able to utilize the contract.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.
3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated

EXHIBIT "A"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-00-00-MEG

by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.
8. Hidalgo County may utilize "State Awarded Contracts" when it is in the County best interest to do so.
9. Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.
10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.
11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1). **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

EXHIBIT "A"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-00-00-MEG

- 2). Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3). Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4). Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5). Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 David Rodriguez or Mari Gutierrez (956) 968-8733	Hidalgo County Precinct #2 Yolanda Cisneros or Ricardo Cuellar (956) 787-1891
Hidalgo County Precinct #3 Norma Ceballos or Saul Ramirez (956) 585-4509	Hidalgo County Precinct #4 Juan Carranza (956) 383-3112

EXHIBIT "A"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-00-00-MEG

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

DRAFT

AI-37610

10. H.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Commissioners Court

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Acceptance and approval of the following invoices from L&G Consulting Engineers for "On Call Services for MPO and HCRMA Representation" contract #C-11-054-04-12:

Invoice Date	Invoice #	Amount
02/28/13	11324394	\$6,982.68

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-429-30-125-014-0-334

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$27,930.72 available balance in p.o.#658778.

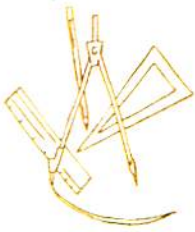
*Note: P.O.#686145 no longer used.

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/13/2013 04:36 PM
Budget & Management	Obdett Calzada	03/14/2013 08:35 AM
Rosalinda Cantu	Rosie Cantu	03/15/2013 01:02 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Angela Garcia		Started On: 03/11/2013 09:23 AM
	Final Approval Date: 03/15/2013	



March 1, 2013

Hidalgo County
Budget Office
Attn: Sergio Cruz
2818 S. Bus. Hwy 281
Edinburg, TX 78539

RE: PROGRESS REPORT

**Activities at the HCMPO, HCRMA, and Traffic Studies for the month of February 2013
Work Authorization No. 1 Contract #C-11-054-04-12**

Dear Judge Garcia and County Commissioners,

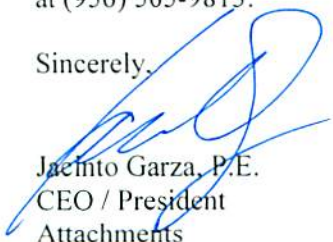
Attached is our invoice for the month of February 2013. This invoice covers the basic fee associated for attending Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings, and the Hidalgo County Regional Mobility Authority (HCRMA) meeting. No traffic studies were conducted or requested during this time period.

The following tasks were accomplished this month.

- February 2013 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO TAC agenda and packet. Anthony Garza attended the meeting(s) and the sign in sheet is attached.
- February 2013 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO Policy Committee agenda and packet, provided recommendations and information to Commissioners Court. Anthony Garza attended the meeting and the sign in sheet is attached.
- February 2013 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda. Anthony Garza attended the meeting and the agenda and narrative report provided to the court regarding the events at the meeting and the sign in sheet are attached.

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

Sincerely,



Jacinto Garza, P.E.
CEO / President
Attachments

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324394
INVOICE DATE: 02/28/13

BILL TO:

Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 110101

HCMPO - On Call Eng Services
Contract#C-11-054-04-12
2818 S. Bus Hwy 281
Edinburg, TX 78539

HCMPO POLICY MTG

February 2013

1.00 mtg 2327.560 / mtg 2,327.56

HCMPO POLICY MTG TOTAL: 2,327.56

HCMPO TECH MEETING

February 2013

1.00 mtg 2327.560 / mtg 2,327.56

HCMPO TECH MEETING TOTAL: 2,327.56

HCRMA STATUS & PROG

February 2013

1.00 mtg 2327.560 / mtg 2,327.56

HCRMA STATUS & PROG TOTAL: 2,327.56

TOTAL 6,982.68



Project Manager's Signature

AGENDA

*Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting*

**HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.**

**Tuesday, February 05, 2013
@ 1:30 P.M.**

- | | | |
|--|-------------------------------------|--------------|
| 1) Roll Call | | Chairman |
| 2) Approval of Minutes of:
➤ January 8, 2013 | (ACTION ITEM) | MPO Staff |
| 3) Cost Over-Run Project(s) (If Needed) | (ACTION ITEM) | TxDOT |
| 4) Discussion & Approval of CMP Evaluations | (ACTION ITEM) | MPO Staff |
| 5) Discussion & Approval of FY2012-13 UPWP Amendment #2 | (ACTION ITEM) | MPO Staff |
| 6) Discussion & Approval of Criteria for Enhancement | (ACTION ITEM) | MPO Staff |
| 7) Discussion & Approval of Limited English Proficiency (LEP) Plan | (ACTION ITEM) | MPO Staff |
| 8) Update on HCMPO Certification | (UPDATE ITEM) | MPO Staff |
| 9) Monthly Letting Update | (UPDATE ITEM) | TxDOT |
| 10) Staff Report | (UPDATE / DISCUSSION / ACTION ITEM) | MPO Staff |
| A. Calendar: February & March 2013 | | |
| B. Legislative / RTAP Update | | |
| C. HCMPO Budget Report | | |
| D. HCMPO Project Update | | |
| E. Director's Update | | |
| ➤ UPWP | | |
| 11) HCRMA Update | (UPDATE) | HCRMA |
| 12) Valley Metro | (UPDATE) | VALLEY METRO |
| 13) Metro | (UPDATE) | METRO |
| 14) Hidalgo County Commuter Rail District | (UPDATE) | HCCRD |
| 15) Old or New Business | (UPDATE / DISCUSSION / ACTION ITEM) | Chairman |
| 16) Adjournment | | |

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting – Tuesday, February 5, 2013

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	CRAIG STONG	1201 E Express 83 Mission	424-7898		cstong@tedsi.com
2.	Joe Torres	1935 Jth 7 McAllen	537-4077		jftorres34@gmail.com
3.	Pat Taylor	McAllen	681-1210		
4.	Sandy Salinas	San Juan			ssalinas@sanjuanedc.com
5.	Dora Robles	Pharr	702-5355		dora.robles@pharr-tx.gov
6.	Anthony Berra	Lch/Conty			
7.	Homer Bezzon	TxDOT	702-6214		
8.	Norma Y. Garza	TxDOT	702-6180		
9.	Joe A. Calik	C/Mission	585-1909		
10.	Jim Edge	HCCRD			
11.	Juan R. Lopez	Edinburg	388-8202		
12.	Jaime S. Sandoval	Alamo			
13.	Xavier Cervantes	San Juan	223-2220		xcervantes@cityofsanjuantexas.com
14.	Eric Davila	HERMA PML	682-4677		er2.davila@dumburn.com
15.					

AGENDA

Hidalgo County Metropolitan Planning Organization

Transportation Policy Committee Meeting

HCMPO Conference Room

510 South Pleasantview Drive

February 21, 2013

@ 5:30 PM

TAB I	ROLL CALL		
TAB II	CITIZEN'S INPUT		
TAB III	PRESENTATIONS / ACTION / DISCUSSION ITEM(S)		
	A. Approval of Minutes	(ACTION ITEM)	CHAIRMAN
	➤ January 24, 2013		
	B. Discussion & Approval to Enter Into Negotiations with COPLAN for the CMP	(ACTION ITEM)	MPO STAFF
	C. Discussion & Approval of FY2012-13 UPWP Amendment #2	(ACTION ITEM)	MPO STAFF
	D. Discussion & Approval of Criteria for Enhancement	(ACTION ITEM)	MPO STAFF
	E. Discussion & Approval of Limited English Proficiency (LEP) Plan	(ACTION ITEM)	MPO STAFF
	F. Update on HCMPO Certification	(UPDATE ITEM)	MPO STAFF
	G. Monthly Letting Update	(UPDATE ITEM)	TxDOT
TAB IV	STAFF REPORT	(UPDATE / DISCUSSION / ACTION ITEM)	MPO STAFF
	A. Calendar: March & April 2013		
	B. Legislative / RTAP Update		
	C. HCMPO Budget Report		
	D. HCMPO Project Update		
	E. Director's Update		
	• Update on HCMPO Policy Training		
TAB V	OFF SYSTEM REPORT	(UPDATE)	PROJECT ENGINEERS
TAB VI	TxDOT CONSTRUCTION REPORT	(UPDATE)	TxDOT
TAB VII	HIDALGO COUNTY RMA	(UPDATE)	HCRMA
TAB VIII	HIDALGO COUNTY COMMUTER RAIL DISTRICT	(UPDATE)	HCCRD
TAB IX	VALLEY METRO	(UPDATE)	VALLEY METRO
TAB X	METRO	(UPDATE)	METRO
TAB XI	OLD OR NEW BUSINESS	(UPDATE / DISCUSSION / ACTION ITEM)	CHAIRMAN
TAB XII	ADJOURNMENT		

Hidalgo County MPO
Transportation Policy Committee Meeting
February 21, 2013

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Shundreka R. Cowan	FHWA	512.536.5932		shundreka.givan@dot.gov
2.	Georgi Ann Jasenovec	FHWA-Texas	512-536-5921		georgi-jasenovec@dot.gov
3.	Oscar Cuello	Penitas	240-1106		oscarpenitas@yahoo.com
4.	Jose Campos	FHWA-TX	512-536-5932		jose.campos@dot.gov
5.	Raymond C. Gandy	TXDOT-Tulsa, OK	946-702-6092		
6.	Anthony Garcia				
7.	Michael Estrada	City of Donna	456 467 3314		michael.estrada@cityofdonna.com
8.	Tom Logan	Valley Metro			logan@valleymetro.org
9.	JUAN A. Sustaita, Jr	TXDOT	702-6338		
10.	Sergio Cantu	TXDOT	702-6262		
11.	Joe Ochop	Hid. Co. Pct 4	383-3112		Joe.Ochop@hidalgocountytx.us
12.	ROBERTO SALINAS	CITY OF MISSION	98-222-4549		rsalinas@missiontx.us
13.	Scott Crane	McAllen	495-5000		
14.	Gerardo Tafolla	Weslco	475-430		jerrytafolla@gmail.com
15.	Ed Cyber	McAllen	681-1250		



MEMO

To: Hidalgo Co. Judge, Ramon Garcia
From: Jacinto Garza, P.E.
Date: February 18, 2013
RE: Hidalgo County Metropolitan Planning Organization (HCMPO) Policy Committee Meeting,
February 21, 2013 at 5:30 p.m. – Action Items and Recommendations

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO, attached for your use and information, is the Policy Committee Meeting Agenda and Packet made available on February 14, 2013 for the upcoming meeting to be held on Thursday, February 21, 2013 at 5:30 p.m. If you have any questions regarding these items or projects within your precinct contact your Technical Representative Mr. Anthony Garza at (956) 565-9813.

We have reviewed the agenda items that are to be discussed and we would like to advise you that the following item(s) require your attention. We are therefore giving you our recommendations.

TAB III PRESENTATIONS / ACTION / DISCUSSION ITEM(S)

B. Discussion & Approval to Enter Into Negotiations with COPLAN for the CMP (**ACTION ITEM**) MPO STAFF

TECHNICAL INFORMATION:

The HCMPO is preparing to enter into negotiations with consultant COPLAN for the completion of the spring/summer 2013 Congestion Management Program study. A request for qualifications was posted in January 2013 and the MPO received three (3) submittals from consultants. One (1) submittal was eliminated because it was incomplete, the remaining two (2) were reviewed and scored at the February 4, 2013 TAC meeting. The scoring sheet is included in the policy packet provided by the MPO. The MPO staff is requesting action to move forward with negotiations with the number one ranked team, COPLAN.

C. Discussion & Approval of FY2012-13 UPWP Amendment #2 (**ACTION ITEM**) MPO STAFF

TECHNICAL INFORMATION:

The HCMPO is preparing the Unified Planning and Work Program that serves as the MPO's planning and budgetary document. The HCMPO has requested information on any planned transportation related studies to be completed in FY 2014-2015 so that they may include it in their funding scenario and or not complete duplicate work. Language has also been included to perform a Tier 2 CMP study if funds are available.

RECCOMENDATION:

It is our recommendation to approve this item as presented.

D. Discussion & Approval of Criteria for Enhancement **(ACTION ITEM)** MPO STAFF

TECHNICAL INFORMATION:

In late 2012 TxDOT released a call for Transportation Enhancement (TE) projects. Applications were due in December 2012. The Technical Committee has been working towards the creation of a scoring system to rank the applications for funding. The criteria currently being presented is what has been approved at the subcommittee and at TAC. The projects will be scored at the next TAC meeting.

RECOMMENDATION:

It is our recommendation to approve this item as presented.

E. Discussion & Approval of Limited English Proficiency (LEP) Plan **(ACTION ITEM)** MPO STAFF

TECHNICAL INFORMATION:

As discussed at the previous policy meeting the HCMPO is currently developing a Limited English Proficiency (LEP) plan to assist in public involvement efforts. Currently all federal programs typically include a plan to provide outreach to non English speaking persons in the vicinity. Having a documented LEP plan will be a useful tool in furthering outreach efforts and may assist in protecting the MPO from any future LEP related litigation.

RECOMMENDATION:

It is our recommendation to approve this item as presented.

F. Update on HCMPO Certification **(UPDATE ITEM)** MPO STAFF

TECHNICAL INFORMATION:

Since the HCMPO is funded with Federal transportation funds the Federal Highway Administration (FHWA) performs an audit and review of the HCMPO on an annual basis. The current certification is planned to occur during the week of February 18 to the 21st, 2013.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

NOTICE OF AND AGENDA FOR A REGULAR MEETING TO BE HELD BY THE BOARD OF DIRECTORS

DATE: WEDNESDAY, FEBRUARY 20, 2013
TIME: 5:30 PM
PLACE: PHARR CITY HALL
2nd FLOOR, CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: DENNIS BURLESON, CHAIRMAN

CALL TO ORDER FOR REGULAR MEETING

PUBLIC COMMENT

1. REPORTS

- A. Update on SH 365 Project – Louis Jones, Program Manager
- B. Update on La Joya Relief Route – Jody Ellington, TxDOT
- C. Annual Progress Report for SH 365 – Pilar Rodriguez, HCRMA

2. CONSENT AGENDA *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately. The Governing Body may also elect to go into Executive Session on any item, whether or not such item(s) are posted as an Executive Session Item, at any time during the meeting when authorized by provisions of the Open Meeting Act.)*

- A. Approval of Minutes for Regular Meeting held January 16, 2013.
- B. Approval of Project Expense Report for Period from January 9, 2013 to February 12, 2013
- C. Approval of Financial Report for December 2012
- D. Resolution 2013-08 – Authorizing the Removal of Joe Olivarez as a Signatory on all First National Bank Accounts and the Addition of Michael Cano, Ricardo Perez, Forrest Runnels, David Guerra, Alonzo Cantu and Josue Reyes as authorized Signatories on all First National Bank Accounts

3. REGULAR AGENDA

- A. Resolution 2013-05 – Approval of Request from Rio Grande Valley Partnership to Participate with the 2013 Regional Mobility Study
- B. Resolution 2013-06 – Approval of Hidalgo County Regional Mobility Authority's 83rd Legislative Program
- C. Resolution 2013-07 – Approval of a Budget Amendment in the amount of \$20,000 to fund Participation with the Rio Grande Valley Partnership 2013 Regional Mobility Study

4. CHAIRMAN'S REPORT

- A. Report on Texas Transportation Forum Meeting held on February 17-19, 2013, in Austin, Texas

5. TABLED ITEMS

- A. Resolution 2013-04 – Extension of Professional Service Agreement for one (1) year with the Law Office of Dan Rios and Tuggey-Fernandez, LLP

6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)

- A. Consultation with Board Attorney and Financial Advisor on legal issues pertaining to financial options, including current obligations (Section 551.071 T.G.C.)

- B. Consultation with Board Attorney regarding legal issues pertaining to the scope of the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.)

ADJOURNMENT OF REGULAR MEETING

PUBLIC COMMENT POLICY

Public Comment Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies."

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 14th day of February, 2013 at 12:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-402-4762 at least 24 hours before the meeting.



BOARD MEETING
WEDNESDAY, FEBRUARY 20, 2013
PHARR CITY HALL
118 S. CAGE BLVD., 2ND FLOOR
PHARR, TEXAS

NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1 Anthony Garza	LIG		
2 GEORGE RAMON			
3 Jesse Salinas	TEDSI		
4 Joey Trevino	HAIF	522-8394	JTrevino@haif.org
5 ROBERT AND CAROL TRITT			RTRITT43@HOTMAIL.COM
6 JEREMY SANTOSCOY	CITY OF McALLEN	956-681-1150	jsantoscoy@mcallen.net
7 JAVIER NAVARRO IV	CITY OF McALLEN	956-681-1150	JNAVARRO@MCALLEN.NET
8 Daniel Garces	SSB		
9 Norma Y. Garza	TxDOT	702-6180	Norma.Garza@txdot.gov
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PLANNING COMMITTEE MEETING
WEDNESDAY, FEBRUARY 20, 2013 4:30 PM
PHARR CITY HALL
118 S. CAGE BLVD., 2ND FLOOR
PHARR, TEXAS

NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1 Anthony Geronzi	LFL		
2 BEHR002 BADOZZAMAIA	L&G		
3 Daniel Garces	SSB		
4 KAMON NANKS IV	CITY OF McALLEN	956-681-1150	RNANKS@MCALLEN.TX
5 Jeremy Santosoy	McALLEN	" "	jsantosoy@mcallen.net
6 Joe Ochoa	Hidalgo County PCT 4		JOE JOSE. Ochoa Sec. HIDALGO-TX.05
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February 25, 2013

Ramon Garcia, Hidalgo County Judge
1615 S. Closner
Suite J
Edinburg, TX 78539

*Note: An original transmittal
was provided to each
member of the Comm. Court.*

**RE: Hidalgo County Regional Mobility Authority (HCRMA) Meeting,
February 20, 2013 at 4:30 P.M. – Progress Report**

Dear Judge Garcia:

As your Technical Representative for the Hidalgo County MPO, we provide you with a monthly HCRMA update. Attached for your use and information is the HCRMA Planning Committee and Regular Meeting Agenda for the meeting held on Wednesday February 20, 2013 at 4:30 P.M. We have reviewed the agenda items that were discussed in all three meetings as they relate to Hidalgo County and have provided the following progress report.

PLANNING AGENDA

1. Recommendation on Supplemental Number 1 of Professional Service Agreement with Quintanilla, Headley and Associates for Surveying Services for SH 365 Project from SH 336 (10th Street) to FM 3072 (Dicker Road)
2. Recommendation on Supplemental Number 1 of Professional Service Agreement with DOS Land Surveying for Surveying Services for SH 365 Project from to FM 1016 (Conway Avenue) to SH 336 (10th Street)

Items 1 & 2 relate to the contracts with the two surveyors currently working on the SH 365 (west) project. The proposed amendments to the contract make the scope more clear and account for additional parcels and sections of the project not included under the original contract.

The RMA Planning committee approved these items as presented.

3. Recommendation on update to Program Manager Strategic Plan - Strategy No. 8 for SH 365, IBTC and Segment D

Mr. Louie Jones of Dannenbaum Engineering, the HCRMA's Program Manager, reported on the funding strategies for HCRMA projects and potential changes to the strategic plan. The RMA Planning committee acknowledged the report and recommended further discussion/workshops.

REGULAR MEETING

1. REPORTS

A. Update on SH 365 Project – Louis Jones, Program Manager

Mr. Louie Jones of Dannenbaum Engineering, the HCRMA's Program Manager, reported on recent events regarding HCRMA projects. On January 24, 2013 the RMA received an Environmental Assessment (EA) classification on the SH 365 project. This determination means that the RMA can utilize the much shorter EA process (24-36 months) as opposed to the Environmental Impact Statement (EIS) process (36-120 months).

Additionally, Mr. Jones and Pilar Rodriguez, the HCRMA's executive director, anticipate presenting the SH 365 (west) project to the public as soon as April 2013. A copy of the tentative schedule presented at the meeting is attached.

B. Update on La Joya Relief Route – Jody Ellington, TxDOT

Mr. Epigmenio Gonzalez, of the TxDOT Pharr District, reported on the progress on the La Joya Relief Route Project. Currently TxDOT is working on the schematics, environmental, and drainage studies for the project. The project is currently scheduled to begin ROW acquisition in FY 2014 and construction of the at grade facility is scheduled to begin in FY 2015. Both the ROW and construction phases of the project are fully funded.

Ms. Norma Garza of TxDOT reported the TxDOT is finalizing the Advanced Funding Agreement for the SH 365 (west) project. That agreement will include the approx. \$120 million commitment from TxDOT for the SH 365 project.

C. Annual Progress Report for SH 365 – Pilar Rodriguez, HCRMA

Mr. Pilar Rodriguez reported that the RMA has prepared the annual report regarding the development of HCRMA projects in FY 2012 to satisfy a requirement set forth by the TxDOT transportation commission (attached).

2. CONSENT AGENDA *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately. The Governing Body may also elect to go into Executive Session on any item, whether or not such item(s) are posted as an Executive Session Item, at any time during the meeting when authorized by provisions of the Open Meeting Act.)*

A. Approval of Minutes for Regular Meeting held January 16, 2013.

B. Approval of Project Expense Report for Period from January 9, 2013 to February 12, 2013

C. Approval of Financial Report for December 2012

D. Resolution 2013-08 – Authorizing the Removal of Joe Olivarez as a Signatory on all First National Bank Accounts and the Addition of Michael Cano, Ricardo Perez, Forrest Runnels, David Guerra, Alonzo Cantu and Josue Reyes as authorized Signatories on all First National Bank Accounts

The consent agenda was approved unanimously.

3. REGULAR AGENDA

A. Resolution 2013-05 – Approval of Request from Rio Grande Valley Partnership to Participate with the 2013 Regional Mobility Study

This item pertains to the funding of the Rio Grande Valley Partnership 2013 Regional Mobility Study by the HCRMA. Several entities in South Texas are contributing funds to complete a regional transportation study to be used to prioritize projects. This tool would be useful when applying for state or federal monies when they become available.

Hidalgo County was to contribute an additional \$20,000; however, a legal issue was discovered and the county is not able to directly fund the project. It was requested that the RMA fund the entire amount of \$20,000.

The RMA board tabled this item pending further discussion and consultation with council.

B. Resolution 2013-06 – Approval of Hidalgo County RMA's 83rd Legislative Program

The RMA board approved the current legislative agenda (attached).

C. Resolution 2013-07 – Approval of a Budget Amendment in the amount of \$20,000 to fund Participation with the Rio Grande Valley Partnership 2013 Regional Mobility Study

The RMA board tabled this item pending further discussion. (see item 3.A.)

5. TABLED ITEMS

A. Resolution 2013-04 – Extension of Professional Service Agreement for one (1) year with the Law Office of Dan Rios and Tuggey-Fernandez, LLP

The RMA board approved this item extending the legal contract by one year.

6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)

A. Consultation with Board Attorney and Financial Advisor on legal issues pertaining to financial options, including current obligations (Section 551.071 T.G.C.)

B. Consultation with Board Attorney regarding legal issues pertaining to the scope of the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.)

No action was taken in executive session

If you have any questions or would like to schedule a meeting to discuss these items or projects within your precinct please contact me, or your Technical Representative, Mr. Anthony Garza at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO / President

AI-37637

10. I.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority/approval to exercise and continue the automatic renewal of the one (1) year terms, under the same rates, terms and conditions under current Intergovernmental Agreement#C-12-107-04-03, by and between BROOKS COUNTY and HIDALGO COUNTY for the purposes of the "HOUSING OF INMATES" for the HIDALGO COUNTY SHERIFF'S OFFICE.

BACKGROUND

Reinstatement/Renewal-Intergovernmental Agreement by and between Brooks County and Hidalgo County

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-423-21-280-002-0-590

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 3-15-13 \$1,839,525.00

Attachments

email frm Mr T-Brooks confirmation

Extension/Renewal-IA-Brooks Co and Hidalgo Co

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/15/2013 10:40 AM
Budget & Management	Obdett Calzada	03/15/2013 01:11 PM
Manuel Chapa	Manuel Chapa	03/15/2013 04:00 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Letty Saenz		Started On: 03/12/2013 03:09 PM
	Final Approval Date: 03/15/2013	

Lety,

Enclosed you will find affirmative response from Warden Javier Aleman to extend for the Automatic additional one (1) year terms of our Intergovernmental Agreement C-12-107-04-03

"Housing of Inmates" for Hidalgo County Sheriff's Office. Signed documents will follow. Should you have any questions or required additional information, please contact us.

Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel (956) 292-2930

From: BCDC Javier Aleman [mailto:warden@bcdclscorrections.com]

Sent: Friday, March 15, 2013 9:58 AM

To: Juan Tapia

Subject: Re: Reinstatement/Renewal-IA#C-12-107-04-03-Brooks County and Hidalgo County Sheriff's Office - Housing of Inmates

Yes sir,

We agree to this extension.

Thank you,

Warden Javier Aleman

Sent from my iPhone

On Mar 15, 2013, at 8:54 AM, "Juan Tapia" <juan.tapia@hidalgo.org> wrote:

From: Juan Tapia [mailto:juan.tapia@hidalgo.org]

Sent: Thursday, March 14, 2013 4:23 PM

To: 'javier.aleman@lscorrections.com'

Cc: 'Leticia Saenz'; 'bcdclscorrections.com'; 'mary.pulido@brooks-county.com'; 'virginia.rodriguez@hidalgo.org'

Subject: FW: Reinstatement/Renewal-IA#C-12-107-04-03-Brooks County and Hidalgo County Sheriff's Office -Housing of Inmates

Importance: High

Warden Aleman,

Let this serve as a Notification:

Pursuant to our telephone conversation, please confirm same via acceptance to extend for the Automatic additional one (1) year terms of our Intergovernmental Agreement C-12-107-04-03

Between LCS Corrections Services and Hidalgo County, Texas. For the purposes of the

"Housing of Inmates" for Hidalgo County Sheriff's Office.

Appreciate in advance the attention that you will give to this matter.

Should you have any questions or required additional information, please contact us.

Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel (956) 292-2930

From: Juan Tapia [mailto:juan.tapia@hidalgoso.org]
Sent: Monday, February 25, 2013 10:07 AM
To: 'mary.pulido@brooks-county.com'
Cc: 'Rene.Gonzalez@hidalgoso.org'; 'Daniel Garcia'; 'Darlene Betancourt'; 'virginia.rodriguez@hidalgoso.org'
Subject: FW: Reinstatement/Renewal-IA#C-12-107-04-03-Brooks County and Hidalgo County Sheriff's -Housing of Inmates
Importance: High

Mrs. Pulido,
Pursuant to our telephone conversation, attached you will find letter of Extension of an Intergovernmental Agreement No. C-12-107-04-03 for the purposes of Housing Inmates for Hidalgo County at Brooks County Detention Center. Please address all correspondence regarding this matter to Leticia Saenz at Purchasing Dept., leticia.saenz@co.hidalgo.tx.us
Appreciate in advance the attention that you will give to our request. Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel (956) 292-2930

Attn: Lety,
Mary Pulido can be reach at Tel. (361) 325-5604 xt. 6 mary.pulido@brooks-county.com
Physical address:
Brooks County
100 E. Miller
Falfurrias, TX. 78355

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, February 22, 2013 5:34 PM
To: 'Juan Tapia'; Rene.Gonzalez@hidalgoso.org
Cc: 'Darlene Betancourt'
Subject: Reinstatement/Renewal-IA#C-12-107-04-03-Brooks County and Hidalgo County

Sheriff's -Housing of Inmates

Importance: High

Mr. Tapia-

Pursuant to our conversation, attached you will find the letter of reinstatement renewal of *Intergovernmental Agreement #C-12-107-04-03* with *Brooks* and *Hidalgo County* for the purposes of *"Housing Inmates" for the Hidalgo Sheriff's Office.*

Please provide with contact information, *email address, physical address and numbers* as we are lacking that information, being that this agreement was negotiated office previously. Or, you may submit to Brooks County and return to our office as soon as possible so as to proceed with placing on the next Agenda for approval.

Please advise.

Thank you for your attention and cooperation.

Respectively,

<image001.jpg>



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 21, 2013

Honorable Raul Ramirez, County Judge
Honorable Rey Rodriguez, Sheriff
Honorable Pepe Garza, County Clerk
c/o MARY PULIDO
BROOKS COUNTY
100 E. Miller
Falfurrias, TX. 78355
Ph. (361) 325-5604 Ext. 6

via email mary.pulido@brooks-county.com
via certified mail

Re: Extension/Renewal or Reinstatement of IA #C-12-107-04-03 for the purposes of the "Housing of Inmates" for the Hidalgo County Sheriff's Office

Dear Honorable Ramirez, Honorable Rodriguez, Honorable Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the reinstatement and/or extension/renewal for the automatic additional one (1) year terms as provided in the Intergovernmental Agreement (under the same rates, terms and conditions) **Commencing, 04/03/13, Expiring, 04/02/14**. Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____
Honorable Raul Ramirez, County Judge

Date: _____

By: _____
Honorable Rey Rodriguez, Sheriff

Date: _____

By: _____
Honorable Pepe Garza, County Clerk

Date: _____

*Additionally, we are requesting your company provide an **"Updated Certificate of Insurance"** as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).*

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: Honorable Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office

File

12
C-12-107-04-03

STATE OF TEXAS)
COUNTY OF BROOKS)

INTERGOVERNMENTAL AGREEMENT BETWEEN LCS CORRECTIONS SERVICES
AND
HIDALGO COUNTY, TEXAS
REGARDING THE HOUSING OF PRISONERS IN THE BROOKS COUNTY
DETENTION CENTER

WHEREAS Brooks County Texas (hereinafter referred to as Brooks) and HIDALGO County, Texas (hereinafter referred to as HIDALGO) seek to enter into an *Intergovernmental Agreement* to provide for the incarceration of HIDALGO prisoners in the Brooks County Detention Center.

NOW THEREFORE, on the dates indicated, Brooks and HIDALGO County, enter into the following agreement concerning the incarceration of prisoners of HIDALGO, and said agreement is set out in full hereafter.

1. Brooks hereby agrees to house prisoners for HIDALGO on a space available basis. The availability of space shall be determined by the Brooks Sheriff in accordance with current jail regulations as promulgated by the *Texas Commission on Jail Standards* concerning the separation and categories of prisoners.
2. HIDALGO shall pay Brooks a daily prisoner-housing fee of Forty –Five dollars (\$45.00) per prisoner day. The day the prisoner is “booked in” will be counted and charged. The day the prisoner is “booked out” will not be counted or charged. Brooks will mail HIDALGO with a monthly, itemized invoice showing the actual number of HIDALGO prisoner days in that month and the daily HIDALGO prisoner count. HIDALGO will remit the full amount of the invoice within thirty (30) days of receipt thereof.
3. In addition to the daily prisoner housing fee set forth above, HIDALGO will pay for any and all hospital, mental health, dental, or other health care services and any prescription drugs provided to any HIDALGO prisoners, housed by Brooks. Non-prescription medication will be provided at no cost to HIDALGO or its prisoners.
4. HIDALGO agrees to comply with all booking procedures of Brooks, a copy of which will be provided to HIDALGO.
5. HIDALGO agrees that Brooks will not house any injured prisoners unless HIDALGO has furnished an acceptable medical release signed by appropriate medical personnel, certifying that such prisoner may be incarcerated.
6. Brooks shall notify HIDALGO within ten (10) hours in the event that any HIDALGO prisoner is injured while incarcerated at Brooks and will provide HIDALGO with copies of all incident reports prepared relative to said injury.

**INTERGOVERNMENTAL AGREEMENT FOR THE
INCARCERATION OF PRISONERS IN LCS BROOKS COUNTY DETENTION CENTER**

7. The Brooks Sheriff reserves the right to refuse or return any HIDALGO inmate if he determines it to be in Brooks' best interest. HIDALGO shall promptly arrange to take custody of any such prisoner is so requested by Brooks.

8. Brooks shall be fully responsible and liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of Brooks' performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by Brooks, and including the transfer of prisoners to and from Brooks unless transported by HIDALGO.

9. This agreement shall commence as of the date of execution and shall continue for a term of one (1) year unless terminated as set forth herein. Thereafter, and unless terminated as provided, or otherwise renegotiated, the agreement will automatically renew for additional one (1) year terms. If either party deems renegotiation to be necessary, that party shall notify the other party by certified mail, addressed to the County Judge of that party, at least sixty (60) days in advance of the date on which the current term will terminate.

10. All agreements between the parties are set out in this Agreement and no other agreements not contained herein shall be enforceable against either party.

ACCEPTED, APPROVED AND WITNESSED on March 12, 2012.

BROOKS COUNTY, TEXAS

By: Raul M. Ramirez
RAUL RAMIREZ, COUNTY JUDGE

R. Rodriguez
REY RODRIGUEZ, SHERIFF

Pepe Garza
PEPE GARZA, COUNTY CLERK

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
RAMON GARCIA, COUNTY JUDGE

Lupe Trevino
LUPE TREVINO, SHERIFF

Arturo Guajardo, Jr.
ARTURO GUAJARDO, JR., COUNTY CLERK

Approved by Commissioners' Court
on 4-3-12 R.O.

CC APPROVED ON APRIL 03, 2012



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 3, 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**
2. **Pledge of Allegiance**
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"
 - B. **AI-31539** Approval of Proclamation recognizing the month of April as National Child Abuse Prevention Month - CASA
 - C. **AI-31651** IT Department:
 1. Requesting permission to advertise/hire for the following:

Slot No.	Position Title	Grade
0031	Technical Specialist I	10
 2. Requesting permission to allow department to advertise/hire for any future/upcoming vacancies due to urgent pending projects (i.e. Odyssey Project)
 - D. **AI-31715** Texas AgriLife Extension:
Requesting authorization for Christina L. Perez to travel to College Station, TX to attend the Program Excellency Academy from 04/15/2012-04/19/2012.
 - E. **AI-31685** Fire Marshal:
Requesting permission for Juan Martinez, Fire Marshal to attend the Texas

CC APPROVED ON APRIL 03, 2012

CC APPROVED ON APRIL 03, 2012

- B. AI-31658 1. Preliminary Approval
 - a. Texas Estates Subdivision – Pct. 4 (Ricardo Salinas Jr.)
- C. AI-31587 1. Reimbursement of Cash Deposit
 - a. Las Estrellas No. 1 Subdivision – Pct. 3 (Lorin Runnels)

16. Precinct #2 - Comm. H. Palacios:

- A. AI-31600 Requesting approval of Construction Change Order No.6 increase in the amount of \$4,025.00 with Mission Paving Company, Inc. (contracted vendor for "Tower road Phase I Project") reflecting the items described on change order, with authority for County Judge or Court Member to execute document.
- B. AI-31704 Consideration and approval to purchase a certain tract of land located at John Closner Et Al Amended, Lot 4 Block 6, Hidalgo County, Minnesota Rd., Texas also known as Lopezville Park Property in the amount of \$93,166.54 make check payable to Valley Land & Title Company.

17. Budget & Management - Sergio Cruz:

- A. **Budget Appropriations:**
 - 1. AI-31712 Pct. 1 R & B (1200):
Approval of 2012 appropriation of funds from the R & B unreserved fund balance into Pct. 1 Rd. Maintenance, program #005, in the amount of \$47,727.87 to fund hauling and road materials expenditures in relation to Aurora Valley Subdivision.
 - 2. AI-31716 Pct. 1 R & B (1200):
Approval of 2012 appropriation of funds from the R & B unreserved fund balance to Pct. 1 Adm. & Rd. Maint. (program #'s 004 & 005) in the amount of \$446,299.42 to fund various operating expenditures.

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"**

CC APPROVED ON APRIL 03, 2012**a. AI-31714**
APPROVED

Acceptance and approval of an Intergovernmental Agreement (ILA) by and between BROOKS and HIDALGO Counties for the purposes of out of County "HOUSING OF HIDALGO COUNTY INMATES/PRISONERS".

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. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
 - a) Renovations of administration building
 - b) Other ongoing county owned building construction, renovation repair projects
 - c) Emergency situations occurring since last agenda meeting
 4. **AI-31546** Acceptance of a rebate from The Home Depot Business in the amount of \$1,114.12-Check #00430730 dated 3/07/2012.
- B. Pct. 1**
1. **AI-31557** Acceptance and approval of request by Precinct #1 for Supplemental No. 1 to Work Authorization No. 1 submitted by L&G Engineering-Contract #C-07-451-12-26 for an increase of \$90K for-FM 493 for Mile 10 to Mile 14 and/or SH 107 (whichever applicable) due to new guidelines-TXDOT and the Federal Highway Administration-Work Authorization No. 1-Exhibit B--Services To Be Provided by Engineer-Scope of Work and Exhibit C-Work Schedule and Exhibit D-Fee Schedule need to be revised with this supplemental request and thus allowing the cost to increase from the original work authorization amount of \$1,598,950.00 to \$1,688,950.00.
- C. Pct. 2**
1. **AI-31492** Acceptance and approval to execute an "On Call" professional engineering services contract with Millenium Engineers Group for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on CC 2/14/12 C-12-068-04-03
- D. Pct. 4**
1. **AI-31707**
 - a. Recommendation by project architect, ERO International, dba, ERO Architects, to reject all Competitive Sealed Proposals (CSP) received for Hidalgo County Precinct No. 4 "Design and Construction of a New Multipurpose Facility / Mechanical Shop" CSP No: 2012-056-02-29-MSS as all proposals were over budget;
 - b. Pursuant to AIA, B-101, 2007 Form of Agreement between Hidalgo County (Owner) and ERO International, dba, ERO Architects (Architect), Sections

CC APPROVED ON APRIL 03, 2012

APPROVED

AI-31714

18. A. 1. a.

CC REGULAR

Meeting Date: 04/03/2012

Department Head: Martha L Salazar

Department: PURCHASING DEPT.

Information

CAPTION



Acceptance and approval of an Intergovernmental Agreement (ILA) by and between BROOKS and HIDALGO Counties for the purposes of out of County "HOUSING OF HIDALGO COUNTY INMATES/PRISIONERS".

BACKGROUND

INTERLOCAL-BROOKS COUNTY (HOUSTING OF HIDALGO COUNTY PRISIONERS)

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-423-21-280-002-0-590

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 3-30-12 \$777,170.00

Attachments

Interlocal-BROOKS COUNTY-HCSO
EMAIL

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Purchasing Department	Marty Salazar	03/29/2012 03:26 PM
Budget & Management	Merlen P. Munoz	03/29/2012 03:59 PM
Manuel Chapa	Manuel Chapa	03/30/2012 10:37 AM
Purchasing Department	Marty Salazar	03/29/2012 03:26 PM
Budget & Management	Merlen P. Munoz	03/29/2012 03:59 PM
Manuel Chapa	Manuel Chapa	03/30/2012 10:37 AM
Auditor's Office		
Form Started By: Letty Saenz		Started On: 03/29/2012 03:02 PM

AI-37502

10. J.

CC CONSENT

Meeting Date: 03/20/2013

Submitted For: Martha Salazar

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Health and Human Services- "Testing Systems & Related Supplies" RFB No.: 2013-017-00-00-SMA including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

BACKGROUND

- 1. Current contract will expire on May 02, 2013.
- 2. New contract will commence on May 03, 2013.
- 3. Proposed schedule of events:
 - 1st advertisement: March 23, 2013
 - 2nd advertisement: March 30, 2013
 - Bid Opening Date: April 10, 2013

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 1100-441-00-340-003-0-604

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available balance as of 3-15-13 \$92,091.68

Attachments

depts approval, draft contract, specifications, legal notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/13/2013 04:29 PM
Budget & Management	Obdett Calzada	03/14/2013 07:17 AM
Manuel Chapa	Manuel Chapa	03/15/2013 02:52 PM
Auditor's Office	Monica Badillo	03/15/2013 04:22 PM
Form Started By: Sandra Montalvo		Started On: 03/06/2013

Final Approval Date: 03/15/2013

EXHIBIT “A”
Specification/Requirements
Hidalgo County Health and Human Services
“Testing Systems and Related Supplies”
RFB No.: 2013-017-00-00-SMA

Hidalgo County Health and Human Services is accepting bids from vendors selling **original equipment from manufacturers**. All items will be on an “As Needed Basis” only.

SPECIFICATIONS/REQUIREMENTS:

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Health and Human Services Department. These requirements and/or specifications must be **equal or better** including, but not limited to, the following:

- A.) Analyzers must come with the following: Power adapter **Optional item**: -one (1) instrument-specific Control Cuvette for daily Q/C.
- B.) One (1) full years warranty (excluding replacement of lost Control Cuvette)
- C.) Vendor must provide a loaner instrument at no cost to the county, if the instrument is in service.
- D.) Stock the necessary products, or be able to provide said items within 24 hours.
- E.) Vendor must list those items which cannot be supplied to County within 24 hours, usually non-stock items which involve having to charge (if any) shipping costs to deliver within 24 hours during emergency.
- F.) Vendor must Microcuvettes must be delivered within five (5) days maximum from the date order is placed and be compatible with the HemoPoint H2, HemoCue HB 201t-Hemoglobin Test Systems or comparable testing systems, which are utilized in all and County Health clinic sites.
- G.) Provide initial training and any ongoing support at no charge to the County throughout the term of the contract.
- H.) Provide a Demo Analyzer and tests (box of 50) for a period of one (1) week. Prepaid delivery and return at the bidders expense with no additional cost to the County.

EXHIBIT “A”
Specification/Requirements
Hidalgo County Health and Human Services
“Testing Systems and Related Supplies”
RFB No.: 2013-017-00-00-SMA

REQUIRED ITEMS:

The following are the minimum requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected. Approximately 18 meters will be needed and will be replaced if/and when there is an upgrade. Anticipated annual amount of tests will be between 35-40 boxes of 200ct. each.

A.) Hemoglobin Analyzer (photo meter)

- Must have a measurement range of: **0 – 23.5** g/dL
- Have an internal electronic self-test that automatically verifies the calibration of the analyzer every time the unit is turned on, and every two hours of operation.
- Use a sample volume of 10 uL.
- Be capable of using capillary, venous or arterial blood.
- Have an accuracy of 99% (as determined versus the ICSH reference method).
- Use a double-wave length method (I.E., 570 and 880 NM) to correct for interferences due to Lipemia, Leukocytosis and other sources of turbidity.
- Have internal batteries, if not, must provide batteries for the term of contract at no additional cost to the County.
- Have an operating temperature range of at least **59-86** degrees Fahrenheit.
- Be pre-calibrated and not require user calibration when new lots of reagents or microcuvettes are put into use.
- Be part of a test system (analyzer, cuvettes, controls, reagents) that has been approved as a waived test by the center for Medicare and Medicaid (CMS) under the Clinical Laboratory Improvement Amendments (CLIA).
- The Hemoglobin analyzers must meet CLIA standards for use under a waived certificate. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.
- Hemoglobin testing system covered under guarantee performance policy.
Optional item: Control cuvette.

B.) Hemoglobin Microcuvettes (tests) 100-200 ct:

- Must be a plastic sampling device containing reagents: sodium desoxycholate, sodium azide and sodium nitrate.
- Open vials to have a shelf life of approximately 90 days and unopened vials to have a shelf life of approximately two (2) years.
- Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)
- Must be compatible with the HemoPoint H2, HemoCue HB 201t-Hemoglobin Test Systems or comparable testing machines.

EXHIBIT "A"
Specification/Requirements
Hidalgo County Health and Human Services
"Testing Systems and Related Supplies"
RFB No.: 2013-017-00-00-SMA

TERMS AND CONDITIONS:

- 1) The term of the requirements contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
- 2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
- 3) County will seek purchases from state awarded vendors whenever it is, in its best interest to do so.
- 4) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.
- 5) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
- 6) Any contract awarded to a successful bidder will be in effect until:
 - The contract expires.
 - Delivery acceptance of products and/or performance of services ordered, or
 - Terminated by County with thirty (30) days written notice prior to the cancellation
- 7) Insurance requirements for this project to be maintained throughout the contract term (refer to Exhibit "C" for limits).
- 8) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
- 9) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 10) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory; Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
- 11) Have been in business for at least two years.
- 12) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

EXHIBIT "A"
Specification/Requirements
Hidalgo County Health and Human Services
"Testing Systems and Related Supplies"
RFB No.: 2013-017-00-00-SMA

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

EXHIBIT "A"
Specification/Requirements
Hidalgo County Health and Human Services
"Testing Systems and Related Supplies"
RFB No.: 2013-017-00-00-SMA

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

1. All applicable forms in this packet must be filled in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.
2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
3. Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, and Attn: Sandra Montalvo AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.
4. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, month 00, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, month 00, 2013 by 5:00 P.M.**

EXHIBIT “B”
BID PAGE
HIDALGO COUNTY
HEALTH AND HUMAN SERVICES
“Testing System And Related Supplies”
RFB No.: 2013-017-00-00-SMA

Vendor must thoroughly fill in each section of the Bid Page (Exhibit “B”) if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for a Testing System and Related Supplies as requested, but not limited to, in the Specifications/requirements as listed in Exhibit “A” of this document and under the terms and conditions described for the following items: **FOB: Edinburg, TX.**

DESCRIPTION OF ITEMS		PRICE
1.	Hemoglobin Analyzer (photo meter)	
2.	Hemoglobin Microcuvettes (tests)	100/box
		200/box
3.	optional item –Control Cuvette	with calibrator
		without -calibrator
4.	List all warranties for Hemoglobin Analyzers:	
	<i>Microcuvettes must be compatible with the HemoPoint H2, HemoCue HB 201t -Hemoglobin Test Systems or comparable testing machines that are utilized in all WIC and County Health clinic sites)</i>	

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
HEALTH AND HUMAN SERVICES
"Testing System And Related Supplies"
RFB No.: 2013-017-00-00-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO.'S:

CELLULAR PHONE:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE:

EMAIL:

Bid No: 2013-017-00-00-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH AND HUMAN SERVICES “TESTING SYSTEM AND RELATED SUPPLIES”

BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281 - Administration Building

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY HEALTH AND HUMAN SERVICES - TESTING SYSTEM AND RELATED SUPPLIES ”**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2013-017-00-00-SMA- HIDALGO COUNTY HEALTH AND HUMAN SERVICES-TESTING SYSTEM AND RELATED SUPPLIES ”**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, 00, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO “RFB No.-2013-017-00-00-SMA- HIDALGO COUNTY HEALTH AND HUMAN SERVICES -TESTING SYSTEM AND RELATED SUPPLIES”.

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Shipping costs are to be F.O.B. destination.(vendor pays all shipping cost an remains responsible until the County takes possession)
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**HIDALGO COUNTY HEALTH AND HUMAN SERVICES - TESTING SYSTEM AND RELATED SUPPLIES**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Attn: Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health And Human Services
1304 S. 25th Street
Edinburg, TX. 78539
(956)383-6221

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	_____	2013
Award of Contract	_____	, 2013
Commence Work or Deliver Products	_____	, 2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
“TESTING SYSTEM AND RELATED SUPPLIES”

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

From: Steve Crain
To: "rocio.villarreal"
Subject: RE: HIDALGO COUNTY HEALTH AND HUMAN SERVICES-TESTING SYSTEM AND RELATED SUPPLIES BID NO 2013-017-00-00-SMA
Date: Friday, March 01, 2013 10:44:56 AM
Sensitivity: Confidential

The draft agreement is fine.

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, March 01, 2013 10:33 AM
To: 'Steve Crain'
Subject: FW: HIDALGO COUNTY HEALTH AND HUMAN SERVICES-TESTING SYSTEM AND RELATED SUPPLIES BID NO 2013-017-00-00-SMA
Sensitivity: Confidential

As requested including correction on first paragraph. Please provide approval as to form.

Thank you.
Rocio V.

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, March 01, 2013 9:53 AM
To: 'Steve Crain'
Subject: RE: HIDALGO COUNTY HEALTH AND HUMAN SERVICES-TESTING SYSTEM AND RELATED SUPPLIES BID NO 2013-017-00-00-SMA
Sensitivity: Confidential

Mr. Crain:

Attached is the draft agreement including modifications as requested.

Thank you.
Rocio V.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 28, 2013 1:56 PM
To: 'rocio.villarreal'
Subject: RE: HIDALGO COUNTY HEALTH AND HUMAN SERVICES-TESTING SYSTEM AND RELATED SUPPLIES BID NO 2013-017-00-00-SMA
Sensitivity: Confidential

Rocio: In numbered paragraph 1, fourth line, change year to years. In subparagraph m change "extend" to extent. Add the entire agreement clause.

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, February 28, 2013 1:44 PM
To: 'Steve Crain'
Cc: sandra.montalvo@co.hidalgo.tx.us
Subject: FW: HIDALGO COUNTY HEALTH AND HUMAN SERVICES-TESTING SYSTEM AND RELATED

SUPPLIES BID NO 2013-017-00-00-SMA

Importance: High

Sensitivity: Confidential

Mr. Crain:

Can you please review draft agreement and approve as to form.

Thank you.

Rocio V.

From: Sandra Montalvo [<mailto:sandra.montalvo@co.hidalgo.tx.us>]

Sent: Thursday, February 28, 2013 8:26 AM

To: 'rocio.villarreal'

Subject: HIDALGO COUNTY HEALTH AND HUMAN SERVICES-TESTING SYSTEM AND RELATED SUPPLIES BID NO 2013-017-00-00-SMA

Importance: High

Sensitivity: Confidential

Attached are the current specifications and bid page for the above mention project. Please provide me with a draft agreement with legal counsels' approval so I can proceed with an agenda item for authority to advertise and approval of packet.

Thank you,

Sandra Montalvo, Buyer II

Hidalgo County Purchasing Department

2812 S. Bus. Hwy. 281

Edinburg, Tx 78539

Office-(956)318-2626 or 956-292-7000 ext. 4865

Fax-(956)318-2629 or (956)292-7612

Email: sandra.montalvo@co.hidalgo.tx.us



REQUIREMENTS AGREEMENT
C-13-017-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the ___ day of _____, 2013 by and between _____ ("Seller") and **Hidalgo County, Texas on behalf of Hidalgo County Health and Human Services Department** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Testing System and Related Supplies" on an "**As Needed Basis**" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of two year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Health and Human Services projects for a period of two **years**, with the County's option for an additional one (1) year term. This Contract shall be for a period beginning _____, 2013 and ending on _____, 2015 and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" and Exhibit "B-1". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so

as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** This Agreement may be terminated by County without cause on thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the

process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

EXHIBIT “A”
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT “B”
REQUEST FOR BID
BID PAGE

DRAFT

EXHIBIT “C”

CERTIFICATE OF INSURANCE

DRAFT